

FRANCHISES AND OTHER SERVICES

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CHAPTER 110

NATURAL GAS FRANCHISE

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110.01 FRANCHISE GRANTED. The City hereby grants a nonexclusive franchise to Aquila, Inc, d/b/a Aquila Networks, a Delaware corporation, (hereinafter called “Grantee”), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges and public rights-of-way as are now within the present or future limits of the City, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of the City and consumers in the vicinity thereof, and for the distribution of natural gas from or through the City to points beyond the limits thereof. Such facilities shall include, but are not limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of the City and in carrying on such business.

110.02 TERM; PERIODIC REVIEW. The rights and privileges granted by this chapter shall remain in effect for a period of twenty-five (25) years from the effective date thereof.[†] The City shall have the right to review and if it in its sole discretion deems appropriate, terminate the franchise granted herein. The right to review and terminate the franchise may be exercised by the City on the following dates: five (5) years from the date of enactment of the ordinance codified in this chapter, ten (10) years from the date of enactment of said ordinance, fifteen (15) years from the date of enactment of said ordinance, and twenty (20) years from the date of enactment of said ordinance. In the event the City elects to terminate the franchise, the City, through its Clerk, shall notify Grantee in writing at least 180 days before the effective date of termination.

110.03 GOVERNING RULES AND REGULATIONS.

1. The franchise is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of the City and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper

[†] **EDITOR’S NOTE:** Ordinance No. 010-2004, adopting a natural gas franchise for the City, was passed and adopted on October 11, 2004.

jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and the City shall renegotiate the terms of the franchise in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this chapter shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the City.

2. If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be nondiscriminatory as between communities receiving service from the Grantee.

110.04 CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES.

1. Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of the City and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good a condition as existed immediately prior to excavation.

2. Grantee agrees that for the term of the franchise it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of the City, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify the City as soon as reasonably possible.

3. The City will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the City will start the work and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

110.05 FRANCHISE FEE.

1. In exchange for the franchise granted herein, Grantee shall collect from its customers located within the corporate limits of the City of Manchester (but not from the City of Manchester) and pay to the City an amount equal to four percent (4%) of gross receipts derived from the sale, distribution or transportation of natural gas delivered within these areas. The franchise fee may increase up to a maximum of 5% on or after January 1, 2006. The City shall give a minimum of 90 days notice prior to the request to implement the 5% fee. The franchise fee shall be collected as long as the grantee provides service to the City. Gross receipts as used herein are revenues

received from the sale, distribution or transportation of natural gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

2. The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other occupation, license, excise or right-of-way permit fees or taxes which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City, and in the event any such fee, charge, license, tax or assessment shall be imposed by the City, the payment to be made in accordance with the provisions of this section shall be reduced in an amount equal to the annual burden of such fee, charge, license, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the City shall not be deemed to affect the obligation of the Grantee under this section.

3. Any consideration hereunder shall be reported and paid to the City by Grantee on a monthly basis. Such payment shall be made not more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portion of the period at the beginning and end of the term of the franchise.

4. Grantee shall list the local franchise fee collected from customers as a separate item on bills for utility service issued to customers. If at any time the Iowa Utility Board, or other authority having proper jurisdiction, prohibits, revises, or substitutes a different fee for such recovery, then Grantee will collect and pay the franchise fee herein contemplated in accordance with the applicable Iowa Law. Upon being relieved of the obligation to collect and pay the franchise fee, Grantee shall have the right to continue paying City the fees previously collected from customers as set forth above. In addition, a Grantee may discount or reduce the franchise fee payable for natural gas delivered to a specific customer of Grantee when it is required to reduce the franchise fee to retain the business of that customer. Modification or reduction of the franchise fee should occur if the franchise fee would cause the customer to cease purchase or transportation deliveries of natural gas from the Grantee by installing equipment to access natural gas supply not subject to the City's franchise fee.

5. The City shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the City.

6. The City shall have access to and the right to examine during normal business hours, those of Grantee's books, receipts, files, records and documents that are necessary to verify the correctness of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery, such that any under-payment by Grantee shall be paid within 30 days of the recalculation and any over-payment by Grantee shall be discounted from the next payment(s) due.

110.06 EXTENSION OF COMPANY FACILITIES. Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of the City.

110.07 RELOCATION OF COMPANY FACILITIES. If the City elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from the City, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the City, at the cost and expense of Grantee. If the City orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the City or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for Grantee's facilities. The City shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee. Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the City and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

110.08 CONFIDENTIAL INFORMATION. The City acknowledges that certain information it might request pursuant to the franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to the City be kept confidential due to such proprietary or commercial value, the City and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If the City is requested or required by legal or administrative process to disclose any such confidential information, the City shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. The City shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

110.09 FORCE MAJEURE. It shall not be a breach or default under this chapter if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure includes, but is not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; (ii) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; (iii) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, this provision shall not obligate a party to settle any labor strike.

110.10 HOLD HARMLESS. Grantee, during the term of the franchise, agrees to save harmless the City from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and

maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, Grantee need not save harmless the City from claims, demands, losses and expenses arising out of the negligence of the City, its employees or agents.

110.11 NON WAIVER. Any waiver of any obligation or default under this chapter shall not be construed as a waiver of any future defaults, whether of like or different character.

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CHAPTER 111

ELECTRIC FRANCHISE

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111.15 Term of Franchise
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111.01 FRANCHISE GRANTED. There is hereby granted to INTERSTATE POWER & LIGHT COMPANY, hereinafter referred to as the “Company,” its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues and alleys; transmission lines through the City to supply individuals, corporations, communities and municipalities both inside and outside of the City with electric light, heat and power for the period of twenty-five (25) years;[†] also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. This franchise is limited to electrical service.

111.02 POLES AND WIRES. The poles, wires and appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets and alleys in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of said system. If the poles, wires and appliances shall unnecessarily interfere with the travel on said streets, alleys, and public places in the City or unnecessarily interfere with the proper use of the same due to a street or alley improvement project conducted by the City, the Company shall relocate such poles, wires and appliances to remove said interference. The cost to perform said relocation shall be assigned in accordance with the Company’s tariffs and rules of State and Federal regulatory authorities with jurisdiction over the Company’s operations. The Company reserves the right to determine the location and type of construction of the Company’s system to clear said interference.

111.03 METERS. The Company, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Company’s tariff filed with the Iowa Utilities Board.

111.04 SYSTEM REQUIREMENTS. The system authorized by this chapter shall be modern and up-to-date and shall be of sufficient capacity to supply all reasonable demands of said City and its inhabitants thereof and shall be kept in a modern and up-to-date condition.

[†] **EDITOR’S NOTE:** Ordinance No. 014-2004, adopting an electric franchise for the City, was passed and adopted on January 24, 2005.

111.05 NONEXCLUSIVE. The franchise granted by this chapter shall not be exclusive.

111.06 CONTINUOUS SERVICE. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

111.07 FRANCHISE FEE. The Company shall collect a franchise fee of 4% on the gross receipts from the sale of electricity for customers within the limits of the City. The Company shall commence collecting the 4% franchise fee on the date of January 1 or July 1, following six months from the date the acceptance of the ordinance codified by this chapter by the Company is filed with the City Clerk. The franchise fee may increase up to a maximum of 5% on or after January 1, 2006. The Grantor shall give a minimum 6-month notice prior to the request to implement the 5% fee. If at any time, the Iowa Utility Board, State Legislature, or other authority having property jurisdiction prohibits such recovery, the Company will no longer be obligated to collect and pay the franchise fee herein contemplated. Should this occur, the franchise agreement shall, effective 180 days following said occurrence, be nullified and of no further force and effect.

111.08 ADDITIONAL CHARGE. The Company shall impose an additional charge equal to one and one half percent (1.5%) of the franchise fee paid pursuant to Section 111.07, to be added onto the charges the Company bills its customers within the limits of the City. Said additional charge shall cover the Company's accounting and miscellaneous costs of collection. Such additional charges constitute a part of such charges and shall be a debt from customers to Company until paid, and shall be recoverable at law in the manner as other debts.

111.09 FRANCHISE FEE APPLICABLE TO ALL. The franchise fee shall be applied to all customers' bills in accordance with Iowa Code Chapter 364.2(f), 422B.8 and 422E.2(3). The Company shall not grant exemptions or refunds of the franchise fee beyond that granted by the Code of Iowa.

111.10 EXCAVATIONS; MAINTENANCE. The City reserves to itself the right to make reasonable regulation of the Company's use of streets and alleys according to the Code of Iowa. Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of the City and to the general public as is reasonably necessary, and repairs and replacements shall be made promptly by the Company, leaving such properties in as good a condition as existed immediately prior to excavation. The Company agrees that for the term of this franchise, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of the City, its inhabitants and industries that meet the Iowa Utility Board's requirements. While maintaining its facilities and equipment, the Company shall obtain permits as required by ordinance, except that in emergency situations, the Company shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, the Company shall notify the City as soon as reasonably possible.

111.11 ANNEXATION. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the limits of said City, the City Clerk shall provide written notification to an officer of Company of such annexation or change in the limits of the City, and the Company shall apply the franchise fee to its customers who are affected by the

annexation or change in the limits of the City, commencing six (6) months from receipt of the written notice.

111.12 UTILITY BILLS. The sum of such additional charges for the franchise fee and any additional charges related to Sections 111.07 and 111.08 above shall be shown separately on the utility bill to each customer.

111.13 FRANCHISE FEES REMITTED. The Company shall remit collected franchise fees to the City on a quarterly basis, within thirty (30) days after the last day of the last revenue month of the quarter.

111.14 FRANCHISE FEE IN LIEU OF OTHER PAYMENTS. The franchise fee shall be in lieu of any other payments to the City for the Company's use of streets, avenues and alleys in the City and other administrative or regulatory costs with regard to the franchise; and said poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues and alleys in the City to supply individuals and corporations, inside of the City with electric light, heat and power shall be exempt from any special tax, assessment, license or rental charge during the entire term of this franchise.

111.15 TERM OF FRANCHISE. The term of the franchise granted by this chapter and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. In the event the Company continues to provide services after the expiration of this franchise, such continuation shall not be considered or construed as holding over or as a continuation of this franchise and the Company shall neither have nor claim any rights whatsoever by virtue of said actions.

111.16 ENTIRE AGREEMENT. This chapter sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this chapter that create additional burdens upon the Company or which delay utility operations.

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CHAPTER 112

CABLE TELEVISION FRANCHISE

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112.01 DEFINITIONS. The following words and phrases, when used herein, shall, for the purposes of this chapter, have the meanings ascribed to them in this section:

1. “Cable television system” means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable television service to multiple subscribers within a community, not including a facility or combination of facilities that serves only to retransmit the television signals of one or more television broadcast stations or a facility or combination of facilities that serves only subscribers in one or more multiple dwelling units under common ownership, control or management, unless such facility or facilities use any public right-of-way or public utility easement.
2. “Cable television service” means the provision of television reception, radio, communications and/or entertainment services for direct or indirect compensation, or as otherwise provided by this chapter, and distributing the same over a cable television system. This term does not include telephone services pursuant to Federal law.
3. “Channel” means a portion of the electromagnetic frequency spectrum (or any other means of transmission, including but not limited to optical fibers) which is capable of carrying the equivalent of one six-megahertz television broadcast signal and includes uses of all or any portion of such band or frequencies.
4. “Drop” means the cable that connects the ground block on the subscriber’s residence to the nearest feeder cable of the system.
5. “FCC” means the Federal Communications Commission.
6. “Franchise” means the nonexclusive authorization to erect, install, construct, reconstruct, replace, remove, repair, maintain and operate in or upon, under, above, across and from the streets, avenues, highways, sidewalks, bridges and other public

ways, easements, and rights-of-way, as now existing and all extensions thereof and additions thereto, in and belonging to the City (hereinafter sometimes called "municipal properties"), all necessary poles, wires, cables, coaxial cables, transformers, amplifiers, underground conduits, manholes and other television and/or radio conductors and fixtures for the sole purposes of the maintenance and operation in the City and outside of the City limits to the extent of two (2) miles of a cable television system, all in strict compliance with the laws, ordinances and regulations of the United States of America, the State of Iowa, and the City, as now existing or hereafter adopted or amended, subject to the reservation in the City of the right to grant a similar or same use, simultaneously, to any other person; and, subject at all times to all lawful exercise of the police power of the City and to such reasonable regulations as the City and/or Council shall provide, and compliance with all applicable State and Federal regulations.

7. "Grantee" means any person granted a franchise in accordance with the provisions of this chapter.

8. "Local gross revenues" means all revenues whatsoever derived by the Grantee, or an affiliated entity, from the operation of its cable television system within the City, including but not limited to:

A. Revenues derived from services charged to subscribers or others for: basic cable television service, any level of expanded basic cable television service, pay TV services, pay-per-view or pay-per-event services, and per-channel or "a la carte" services;

B. Revenues derived from the leasing of channel space by third parties;

C. Revenues derived by the Grantee from the sale of advertising which is displayed on the cable television channels; and

D. Revenues derived by the Grantee from the sale of merchandise over the cable television channels including sales by the Grantee directly to consumers and commissions earned from home shopping services.

9. "Person" means any individual, or any corporation, business, or mixed, owned by a private person, including property owned by a public utility not owned or operated by the City.

10. "Property of the Grantee" means all property, real, personal or mixed, owned or used by the Grantee however arising from or related to or connected with the franchise.

11. "Public property" means all property, real, personal or mixed, owned or used by the City, including property owned or used by a public utility owned or operated by the City.

12. "Standard installation" means any residential installation which can be completed using a drop of 150 feet or less.

13. "Subscriber" means any person who lawfully receives cable television service. In the case of multiple office buildings or multiple dwelling units, the "subscriber" means the lessee, tenant or occupant.

112.02 FRANCHISE REQUIRED. No person shall establish, construct, operate or maintain a cable television system or provide cable television service within the City except upon obtaining the grant of a franchise as defined and provided for in this chapter. The person

seeking a franchise shall execute a franchise agreement with the City, which agreement shall incorporate all provisions of this chapter as fully operative terms of the agreement, and including an agreement with respect to rental of municipal properties. If the City grants an additional franchise under this chapter, that grantee shall be required to incorporate substantially all of the material terms of the existing franchise except for the length of time of the franchise as defined in Section 112.04(1).

1. Within thirty (30) days after final action granting a franchise, which shall be done by resolution of the Council, the Grantee shall file with the City Clerk a written acceptance acknowledged before a Notary Public of the conditions required for the franchise. Such acceptance shall acknowledge that the Grantee agrees to be bound by and to comply with the provisions of this chapter, the franchise agreement (if any) and applicable law and shall be in such form and content as to be satisfactory to and approved by the City Attorney. If such acceptance is not filed within said time, then the franchise so awarded may be deemed void and of no further force and effect and the offer of franchise so awarded to Grantee may stand revoked, at the option of the City.
2. Concurrently with the filing of the written acceptance, the Grantee shall file with the City Clerk the bond and insurance certificates required by this chapter.
3. The effective date of the franchise shall be the first day of the first month next following the date on which the Grantee filed the acceptance, bond and insurance certificate as required herein; provided, however, if any of the material required to be filed with the acceptance or the acceptance itself is defective or fails to meet with approval, the franchise shall not be effective until such defect is cured, or such approval is obtained.

112.03 USE OF PROPERTY. The Grantee may use public right-of-way within the City and, with the written consent of the owner thereof, private property within the City, in furtherance of such activities within the City as may now or hereinafter be consistent with generally accepted principles applicable to the operation of a cable television system, subject, however, to the following restrictions:

1. The Grantee shall comply with all governmental laws, ordinances, rules or regulations as may now or hereinafter be applicable thereto.
2. The Grantee shall not knowingly use or occupy or permit public property or private property to be used or occupied or do or knowingly permit anything to be done on or about public property or private property which will, in any manner:
 - A. Impair the owner's interest in or title thereto;
 - B. Impair the mortgage or lease as may now or hereafter be applicable thereto;
 - C. Adversely affect the then value or character thereof;
 - D. Cause or be likely to cause structural damage thereto, or any part thereof;
 - E. Cause or be likely to cause any damage or injury to any utility service available thereto;
 - F. Create a public or private nuisance, cause any offensive or obnoxious vibration, noise, odor or undesirable effect or interfere with the safety,

comfort or convenience of the owner thereof, and persons lawfully on or about the same;

G. Violate the rules, regulations and requirements of any person furnishing utilities or services thereto; or

H. Make void or voidable any insurance then in force affecting the same or cause an increase in the rates applicable thereto.

3. In the event Grantee shall fail to comply with subsections 1 or 2 above, the Grantee shall be given written notice by the City allowing Grantee a reasonable time to cure any violation before being found in breach of the franchise. The Grantee shall, within 60 days of receipt of notice that it has used or occupied or permitted public property or private property to be used or occupied or done or permitted anything to be done on or about public property or private property in violation of subsections 2(A) through (H), take action to correct the violation.

112.04 FRANCHISE TERM.

1. The franchise herein granted the Grantee shall terminate five (5) years from date of grant,[†] subject to renewal for periods of reasonable duration if the City determines, prior to each additional period and after a public proceeding involving public notice and an opportunity for interested persons to participate, during which proceeding the Grantee's past performance, the adequacy of the franchise's provisions and the consistency of those provisions with applicable FCC rules have been considered and therefore warrant extension of the franchise term. Said renewal periods shall be subject to the same terms and conditions as contained herein or on such different or additional terms and conditions as may be lawfully specified by the Council and as are consistent with the requirements of Rules 76.31 of the FCC.

2. Grantee shall provide a system which utilizes 550 Mhz equipment and which is capable of delivering a minimum of seventy-eight (78) channels within two years of the effective date of the ordinance codified by this chapter. Construction of the system shall commence no later than one year from the effective date of this chapter. One channel shall be added within 90 days of the effective date of this chapter with an additional four channels to be added at the completion of system construction. Upon completion of construction and addition of channels within time frame required by this subsection, the term of this franchise, authorized by provision 112.04(1) shall be extended by 10 years for a total term of 15 years. Grantee shall provide written notice to the City verifying completion of the system upgrade.

3. Failure to complete the system upgrade within two years as required herein, unless City approves the delay, shall require Grantee to pay a penalty in the amount of \$100.00 for each day or part thereof until the above referenced system upgrade is completed. Such penalties shall be in addition to any other legal or equitable remedies available to City.

112.05 PERIODIC EVALUATIONS. The field of cable communications is a rapidly changing one, which may see many regulatory, technical, financial, marketing and legal changes during the term of the franchise. Therefore, in order to provide flexibility within the

[†] **EDITOR'S NOTE:** Ordinance No. 445-96 adopting a cable TV franchise for the City was passed and adopted on February 19, 1996.

franchise, and to promote open and robust discussion and communication between the City and Grantee, the following provisions apply.

1. The City may require evaluation and review sessions at any time during the term of the franchise, upon thirty (30) days' written notice to Grantee; provided, however, there shall not be more than one evaluation and review session during any one twelve-month period.
2. All evaluation and review sessions shall be open to the public and notice of such sessions shall be published in the same way as legal notice.
3. Topics which may be discussed at any evaluation and review session may include, but are not limited to, application of new technologies, cable television system performance, customer service, programming offered, access channels, facilities and equipment, customer complaints, and any other topics the City and Grantee deem relevant.
4. As a result of a periodic evaluation and review session, the City and Grantee may, in good faith, develop such changes and modifications to the terms and conditions of the franchise, as are mutually agreed upon and which are economically, legally and technically feasible.

112.06 TAXES. The Grantee shall pay all real estate taxes, special assessments, personal property taxes, license fees, permit fees and other charges of a like nature which may be lawfully taxed, charged, assessed, levied or imposed upon the property of the Grantee and upon any services rendered by the Grantee.

112.07 INSURANCE. The Grantee shall, at all times during the term of the franchise, carry and require their contractors to carry:

1. Insurance in such forms and in such companies as shall be approved by the City to protect the City and Grantee from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of any structure, equipment or appliance in connection with the cable television system. The amount of such insurance shall be not less than \$300,000 as to any one person, \$300,000 as to any one occurrence for injury or death to persons and \$300,000 for damages to property, with, as to Grantee, umbrella coverage of at least \$5,000,000.
2. Worker's Compensation Insurance as provided by the laws of the State of Iowa, as amended.
3. Automobile Insurance with limits of not less than \$300,000/\$300,000 of public liability coverage and automobile property damage insurance with a limit of not less than \$100,000 covering all automotive equipment, with, as to Grantee, umbrella coverage of at least \$5,000,000.
4. The Grantee shall furnish the City with a Certificate of Insurance from the Grantee's carrier indicating that there is such coverage as hereinbefore provided. All of said insurance coverage shall provide a 10-day notice to the City in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date of said material alteration or cancellation shall become effective.

112.08 INDEMNIFICATION OF CITY. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or

damage to any real or personal property of any person, or for any injury to or death of any person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the system.

1. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the franchise, except claims because of City's own programming.
2. Nothing in this chapter relieves a person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.
3. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:
 - A. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
 - B. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - C. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph B above.

112.09 INSOLVENCY OF GRANTEE. In the event that the Grantee shall become insolvent, or be declared bankrupt, or the property of the Grantee shall come into the possession of any receiver, assignee or other officer acting under an order of court, and any such receiver, assignee, or other such officer shall not be discharged within one hundred twenty (120) days after taking possession of such property, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee in accordance with Section 112.11 herein.

112.10 DEFAULT OF GRANTEE. In the event the Grantee shall fail to substantially comply with any of the material, terms and conditions of the franchise within thirty (30) days after receipt of notice in writing from the City specifying the failure or default, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee. This section shall not apply to failures or defaults which cannot be corrected within 60 days upon receipt of notice as set forth above which are beyond the reasonable control of the Grantee.

112.11 TERMINATION. In the event that the City shall make a preliminary decision to revoke a franchise granted hereunder, it shall give the Grantee a minimum of sixty (60) days' written notice of its intention to terminate and stipulate the cause. A public hearing shall be scheduled for the end of said 60-day period. If during said period, the cause shall be cured to the reasonable satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not cured to the reasonable satisfaction of the City, before a franchise may be terminated, the Grantee must be provided with an opportunity to be heard before the City Council in a public hearing in accordance with due process procedures. After the public hearing, if the City determines that the franchise should be terminated, it shall issue a written

decision containing its findings of fact and stating the specific grounds for termination. The decision to terminate a franchise shall be subject to judicial review as provided by law. A Grantee shall not be declared in default or be subject to any sanction under any provision of this chapter in any case where the action justifying such sanction is without the Grantee's knowledge or authorization or outside its control. In the event of termination or non-renewal of the franchise, Grantee at its own expense will remove all coaxial cable, amplifiers and any other items of equipment which may have been installed from time to time, provided, however, that in the event that Grantee is successful in concluding a sale or transfer of its system to a franchisee, Grantee shall be relieved of its obligation to perform under the terms of this section; provided, however, in the event Grantee is offering telephone services pursuant to State law, Grantee shall not be required to remove the system.

112.12 INSTALLATION AND MAINTENANCE OF PROPERTY. During the term of the franchise, the property of the Grantee shall be constructed, operated, maintained, repaired, replaced, renewed, reconstructed, and removed in accordance with generally accepted engineering principles so as not to endanger or interfere with the lives of persons or to interfere with improvements which the City may deem proper to make or to unnecessarily hinder or obstruct pedestrian or vehicular traffic or use of public property or private property. The Grantee shall not place poles or other fixtures when the same will interfere with any gas, electric or telephone fixtures, water hydrants or mains. Before beginning any construction, the Grantee shall meet with the appropriate utility managers and City supervisors of streets, water and sewer to ascertain the location of utility systems and services in the City. All such poles and other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed close to the line of the lot abutting on any alley shall be located so as not to interfere with the usual travel on said streets, alleys and public ways.

112.13 INSTALLATION OF CABLES. The Grantee shall have the right to lease, rent, or in any other manner obtain the use of poles with overhead lines, conduits, trenches, ducts, lines, cables and other equipment and facilities from any and all holders of public licenses and franchises within the corporate limits of the City and to use such poles, conduits, trenches, ducts, lines, and cables in the course of its business. The Grantee shall install its cable on existing poles owned by other holders of public licenses or franchises within the corporate limits of the City whenever possible for the installation of its cable. When installation of cable on poles is not possible, or when the holders of all other public licenses or franchises have installed underground cable, then in that event, unless the Council shall otherwise decide, the cable used by the Grantee shall be installed underground. The Grantee shall only be allowed to erect its own poles upon receiving the permission of the City Manager to do so.

112.14 RESTORATION OF GROUND SURFACE. In case of any disturbance by the Grantee of sod, shrubbery, trees, pavement, sidewalk, driveway, or appurtenances and fixtures which are located on public or private property, the Grantee shall, at its own cost and expense and in a manner approved by the Commission and Council, replace and restore all sod, shrubbery, trees, pavement, sidewalk, driveway or appurtenances and fixtures located on public or private property in as good a condition as before said work was commenced.

112.15 ALTERATION OF GRADE REQUIREMENTS. In the event that at any time during the period of the franchise, the City shall elect to alter or change the grade of any street, alley or public way, the Grantee, upon reasonable written notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. Should the City for any lawful City purpose determine the need for temporary removal or relocation of the poles, wires, cables, underground conduits, manholes

and other fixtures of the Grantee, the Grantee shall upon written notice from the City comply with the City's request at the Grantee's own expense. Reasonable notice for this provision shall be construed to mean at least sixty (60) days, except in the case of emergencies where no specific period shall be required.

112.16 TEMPORARY REMOVAL OF CABLES. The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its cables to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of cables shall be paid by the person requesting the same and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than 72 hours' advance notice to arrange for such temporary cable changes.

112.17 TREE TRIMMING. The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the cables of the Grantee. All trimming shall be done at the expense of the Grantee and in accordance with City standards.

112.18 STREET OBSTRUCTIONS. Openings or obstructions in the construction, operation or removal of cable installations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which during periods of dusk and darkness shall be clearly designated by warning lights. The Grantee shall, whenever it is deemed necessary by the City, install such steel plates as may be required to allow a public roadway to remain open while the Grantee is in the course of the construction, operation or removal of cable installations. The Grantee further agrees to comply with any and all ordinances of the City pertaining to openings or obstructions in the streets or other public ways.

112.19 COMPLIANCE WITH APPLICABLE LAWS. During the term of the franchise, the Grantee shall comply with all governmental laws, ordinances, rules or regulations as may now or hereafter be applicable to the construction, operation, maintenance, repair, replacement, renewal, reconstruction, and removal of a cable television system, the sale and supply of audio and video communications services, the use of public property and private property and the engagement in such further activities as may now or hereafter be consistent with generally accepted principles applicable to the operation of a cable television system. This includes but is not limited to plumbing and electrical codes and any ordinance providing for the manner and method of cutting streets, excavations in right-of-ways, and backfills. In the case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk, driveway, or surface of any street, alley, parking or other City right-of-way disturbed, in as good condition as required and pursuant to the terms set forth in Section 112.14 entitled "Restoration of Ground Service." The City shall use reasonable efforts to assist and cooperate with Grantee in obtaining necessary permits, licenses, and other permissions applicable to the construction, maintenance, repair, and operation of the cable television system without cost to the City.

112.20 LINE EXTENSIONS. The Grantee hereunder shall offer cable television service to all potential residential subscribers located within 150 feet of Grantee's feeder cable where there exists a minimum density of 25 dwelling units per mile. The Grantee may elect, but has no obligation, to offer cable television service to areas not meeting the above standard.

112.21 INTERFERENCE. The Grantee's cable television system shall be so designed, engineered and maintained so as not to interfere to the extent technically practicable with the radio and television reception of persons who are not subscribers of the Grantee.

112.22 SERVICE REQUIREMENTS. During the term of the franchise, the Grantee shall furnish reasonable, adequate and efficient cable television service to subscriber terminals. This requirement may be temporarily suspended due to circumstances beyond the reasonable control of the Grantee, with the approval of the City which shall not be unreasonably withheld. Grantee shall comply with service regulations adopted by the City, consistent with authority under State and Federal Code.

112.23 PERFORMANCE STANDARDS. The Grantee shall produce a picture in black and white or in color that is of high quality accompanied by proper sound on typical standard television sets in good repair. The Grantee shall also transmit signals of adequate strength to produce good pictures with good sound at all subscriber terminals throughout the City without causing cross modulation in the cables or interfering with other electrical or electronic systems. The Grantee shall maintain signal quality in accordance with accepted industry standards throughout the duration of the franchise.

112.24 CHANNEL CAPACITY AND PERFORMANCE. During the term of the franchise, the cable television system of the Grantee shall conform to the channel capacity and performance requirements contained in the then current regulations of the FCC. The Grantee shall at all times have available parental control devices for the purpose of controlling premium television programming on individual subscriber television sets. The Grantee shall have the right to charge reasonable fees for the use of such devices.

112.25 EMERGENCY WARNING SYSTEM. The Grantee shall provide an emergency warning system so that emergency information may be given simultaneously on all channels of the Grantee's cable television systems and during an emergency, the Grantee shall allow the proper City officials the complete use of its cable television system. Implementation of the emergency warning system shall be completed no later than July, 1996. Grantee shall be in compliance with this chapter provided it is in compliance with the terms set forth herein or has installed and adopted emergency broadcast systems which comply with regulations which have in fact been issued by the FCC.

112.26 ACCESS CHANNEL.

1. The City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming, hereinafter called "PEG access") to the cable system established pursuant to this section. Grantee shall have no responsibility whatsoever for PEG access except as expressly stated in this section.

2. The Grantee shall maintain one channel specifically designated for use by the City or its assigns and any other recognized education authorities located in the City, both public and private, for those purposes deemed appropriate or for such instructional and educational purposes as may be determined. The channel space furnished for this purpose shall not be set over or assigned to any person or agency other than one engaged in public or free education, community service or providing health, public safety, instructional or welfare services to the City or its inhabitants. Until such time as the franchising authority elects to utilize the channel described herein or whenever it is not in use by the City or the public, Grantee shall have the

right to utilize such channel capacity. Nothing herein shall provide for the waiver of the right of the City to at any time utilize the channel described herein during the term of the franchise set forth herein.

112.27 PUBLIC SERVICE INSTALLATIONS.

1. A Grantee shall, without charge for installation, maintenance or service, make single installations of its standard cable television service facilities with one converter at each of the following locations in the City:

- A. City Administration Building;
- B. Fire Station;
- C. Police Station;
- D. Public Library;
- E. All public school buildings of the West Delaware School District which are within the City limits; and
- F. All accredited private schools for elementary and secondary education but not to include day care centers and nursery schools.

2. Upon notice to Grantee by the City that it shall implement a studio for the use of the public access channel, Grantee shall, within 60 days of such notice, provide a one-time payment to the City for the sum of \$7,500 to be used for the purchase of studio equipment.

112.28 SUBSCRIBER RATES AND CHARGES. Grantee shall have the right, privilege and authority to charge reasonable rates and charges to its subscribers for its services. The City reserves the right to impose rate regulations allowed by the FCC. Grantee shall file with the City schedules which shall describe all services offered, all rates and charges of any kind, and all terms and conditions relating thereto. The City Council reserves the right and authority to comment, whether publicly or in private, regarding Grantee's schedule of rates and charges.

112.29 SERVICE RULES AND AGREEMENTS. The Grantee shall have the right to prescribe service rules and regulations for the conduct of its business with its subscribers and service users not inconsistent with the provisions of this chapter or with the rules and regulations of the FCC and other applicable laws, rules and regulations. The City shall receive the form of the service agreement between the Grantee and its subscribers, channel users and users of production facilities and the Grantee shall furnish the City a full schedule of its charges to be paid by subscribers before soliciting for subscribers within the City, and shall further furnish the City any amendments or alterations in the service agreement or schedule of charges.

112.30 FRANCHISE FEES. Because the City finds that the administration of a franchise granted pursuant to this chapter imposes upon the City additional regulatory responsibility and expense, a Grantee shall pay to the City a sum of money equal to five percent (5%) of the annual local gross revenues accruing from services rendered within the City and within two (2) miles of the corporate City limits. Sales tax or other taxes levied directly on a per-subscriber basis and collected by a Grantee shall not be included in computation of sums due the City. This fee shall be deemed to reimburse the City for all costs of regulating the cable television system of the Grantee and shall cover the expense of all regulatory requirements

including, but not limited to, any performance testing required by the City under the terms of this chapter and any renewal or transfer procedures arising hereunder. Said fees shall be paid quarterly not later than August 15, November 15, February 15 and May 15 for the preceding three-month period ending, respectively, June 30, September 30, December 31 and March 31. Not later than the date of each payment, Grantee shall file with the City Council a written statement, signed under penalty of perjury by an officer of the Grantee, which identifies in detail the sources and amounts of gross revenues received by a Grantee during the quarter for which payment is made. Such payments shall be deemed compensation for use of the City's property rights, services rendered, supervision and inspection of equipment and facilities.

1. No acceptance of any payment shall be construed as an accord that the amount paid is, in fact the correct amount.
2. No acceptance of any payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.
3. Any franchise fees which remain unpaid after the dates specified above shall be delinquent and shall thereafter accrue interest at the maximum legal rate until paid.
4. The City shall have the right to inspect annually or more often in the event a rate increase has been established by the Grantee during business hours a Grantee's records of or pertaining to the local gross revenue from which its franchise payments are computed and the right of audit and recomputation of any and all amounts paid under a franchise. No acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under a franchise or for the performance of any other obligation thereunder.

112.31 INJURY TO PROPERTY OF THE GRANTEE. No person shall wrongfully or unlawfully injure the property of the Grantee.

112.32 INTERCEPTING SIGNALS OF THE GRANTEE. No person shall wrongfully or unlawfully intercept the signals of the Grantee.

112.33 PENALTY. Any person violating any of the provisions of Section 112.30 or 112.31 of this chapter shall be guilty of a misdemeanor.

112.34 ACCESS. The City reserves the right during the life of any franchise hereunder to inspect, upon reasonable notice, at all reasonable hours, the Grantee's contracts and engineering records dealing with gross revenue and technical service provided by Grantee, provided that information pertaining to service to individual subscribers will be available pursuant to Section 631 of the Cable Act.

112.35 ADDITIONAL CITY RIGHTS.

1. The City reserves the right upon reasonable notice to require the Grantee at the Grantee's expense to protect, support, temporarily disconnect, relocate or remove from the streets any property of the Grantee by reason of traffic conditions, public safety, street construction or excavation, change or establishment of street grade, installation of sewers, drains, water pipes, power or communication lines, tracts, or other types of structure or improvements by governmental agencies. Reasonable notice for this provision of the chapter shall be construed to mean at least sixty (60)

days except in the case of emergencies where no specific notice period shall be required.

2. In the event of the failure by the Grantee to complete any work required by subsection 1 above or any work required by City law or ordinance within the time established, the City may cause such work to be done and the Grantee shall reimburse the City the reasonable costs thereof within thirty (30) days after receipt of an itemized list of such cost.

3. The City reserves the right, in the event of an emergency or disaster, to require the Grantee to make available to the City Manager, upon request, Grantee's audio override, and community channel, at no cost, for emergency use during such emergency or disaster period.

4. The City reserves the right during the life of any franchise granted hereunder, to install and maintain free of charge upon the poles or in the conduits of a Grantee any wire and pole fixtures necessary for municipal networks such as police and fire, on the condition that such installations and maintenance thereof do not interfere with the operations of the Grantee.

5. The City reserves the right during the life of any franchise granted hereunder, to reasonably inspect all construction or installation work performed subject to the provisions of the chapter to ensure compliance with the terms of the chapter. At its own expense, the City may also perform measurements upon and randomly inspect any portion of a Grantee's system to ensure compliance with the technical standards under which the Grantee is authorized to operate provided that such measurement or inspection does not interfere with the operation of the cable television system.

6. At any time during the term of the franchise, and upon thirty (30) days' notice, the City reserves the right to hold a public hearing for the expressed purpose of reviewing the general and specific performance of the Grantee with regard to all franchise provisions contained herein or in any franchise agreement issued hereunder.

7. At any time, in case of fire or disaster in the City it shall become necessary in the judgment of the City Manager or the Chief of the Fire Department to cut or move any of the wires, cable amplifiers, appliances, or appurtenances thereto of the Grantee, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by the Grantee at no expense to the City.

8. Any right or power in or duty impressed upon any officer, employee, department, or board of the City shall be subject to transfer by the City Council by law to any other officer, employee, department or board of the City. The City reserves all rights not specifically granted herein, and the enumeration of the rights herein shall not be construed to be a limitation of any right or power the City may otherwise have.

112.36 DISCRIMINATION PROHIBITED. The Grantee shall not grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage with respect to rates, charges, services, service facilities, rules, regulations, or in any other respect.

112.37 OTHER BUSINESS ACTIVITIES PROHIBITED. During the initial term of the franchise, or any extension thereof, the Grantee shall not engage in the business of selling, leasing, renting or repairing televisions or radios or their parts and accessories, and the Grantee shall not require or attempt to direct its subscribers to deal with any particular person or firm with respect to said activities.

112.38 MATERIAL MODIFICATIONS. In the event of material changes in the rights or obligations afforded to either the Grantee or the City, both the Grantee and the City will apply their best efforts to modify current franchise terms to accommodate the interest of both parties. In the event the parties are unable to agree, the dispute will be submitted to the jurisdiction of the Federal Court.

112.39 TRANSFER OF FRANCHISE.

1. No transfer of control of the cable television system other than a pro forma transfer to a parent or a wholly owned subsidiary corporation, or to a partnership with the same general partner as Grantee, or hypothecation as the result of a commercial loan shall take place, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, without prior notice to and approval by the City Council, which approval shall not be unreasonably withheld. The notice shall include full identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualifications of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have ninety (90) days within which to approve or disapprove, by resolution, the proposed transfer of control. If the City fails to act within said 90-day period, the application to transfer control or assign the franchise shall be deemed to be granted.

2. Approval of such transfer shall be expressly conditioned upon full compliance with the material terms of the franchise and this chapter. The transferee shall agree in writing to comply with all provisions of this chapter and the franchise agreement.

3. For the purpose of this section, the term "control" is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of affiliated persons of twenty-five percent (25%) of the voting shares of the Grantee.

112.40 RESERVATIONS. The right is reserved to the City Council or its successor or equivalent to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power. All such regulations shall comply with State and Federal law.

112.41 FRANCHISE AGREEMENT. No franchise granted or renewed, transferred or assigned shall be effective until Grantee executes and delivers to City in writing its consent and agreement to be bound by all of the terms and conditions of this chapter. The franchise shall become effective upon delivery of said agreement to City.

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