

CHAPTER 110

NATURAL GAS FRANCHISE

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110.01 GRANT OF FRANCHISE. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, authorized to do business in the State of Iowa, hereinafter called "Company," and to its successors and assigns the right and franchise to acquire, construct, erect, maintain and operate in the City a gas distribution system, to furnish natural gas along, under and upon the streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. For the term of this franchise the Company is granted the right of eminent domain, the exercise of which is subject to Council approval upon application by the Company. This franchise shall be effective for a 25-year period from and after the effective date of the ordinance codified herein,[†] provided, however, there may be a re-evaluation prior to the end of year 10, with the opportunity for both parties to request amendments. If neither party requests such re-evaluation by means of a written notice to the other party during the last 60 days of year 10, or if the parties are unable to agree to amend the ordinance, then the franchise will continue without change for the remaining 15 years.

110.02 STATE CODE RESTRICTIONS AND LIMITATIONS. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa.

110.03 EXCAVATIONS. The Company shall have the right to excavate in any public street for the purpose of laying, re-laying, repairing or extending gas pipes, mains, conduits, and other facilities, provided that the same shall be so placed as not to interfere with the construction of any water pipes, drain or sewer or the flow of water therefrom, which have been or may hereafter be located by authority of the City.

110.04 RELOCATION OF PROPERTY. The Company shall, at its cost and expense, locate and relocate its installations in, on, over or under any public

[†] **EDITOR'S NOTE:** Ordinance No. 01-04, adopting a natural gas franchise for the City, was passed and adopted on October 5, 2004.

street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City has a reasonable alternative route for the street, alley or public improvements, which alternative route would not cause the relocation of the Company installations, the City shall consider but is not required to select said alternative route. If relocation of the Company facilities could be avoided by relocating other franchisee's or facility user's equipment and facilities, and said other franchisee's or user's cost of relocation is less than the Company's cost of relocation, the City shall consider but is not required to select the route that requires the other franchisees or users to relocate.

110.05 RESTORATION OF PROPERTY. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unnecessarily obstruct the use of the streets and, in compliance with established City standards, shall promptly restore the surface, restoring the original condition as nearly as practicable.

110.06 INDEMNIFICATION. Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses on account of injury or damage to any person or property, caused or occasioned, or allegedly caused or occasioned, in whole or in part, by Company's negligence in construction, reconstruction, excavation, operation or maintenance of the gas utilities authorized by the franchise, provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

110.07 EXTENSION OF SYSTEM. The Company shall extend its mains and pipes, and operate and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

110.08 STANDARDS OF OPERATION. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent with applicable Iowa laws and regulations.

110.09 FRANCHISE TAX. The City reserves the right to impose a franchise fee pursuant to the Code of Iowa. The franchise fee shall only be imposed following a public hearing and adoption of an ordinance authorizing said franchise fee. The City shall work with the Company to develop a methodology and timeline to implement the franchise fee.

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CHAPTER 111

ELECTRIC FRANCHISE

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111.04 Public Improvements
111.05 Damage to System

111.06 Successors and Assigns
111.07 Eminent Domain
111.08 Indemnification
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111.01 FRANCHISE GRANTED. A nonexclusive franchise is hereby granted unto Iowa Public Service Company, a corporation, its successors and assigns (herein “Grantee”) for a term of twenty-five (25) years commencing with the date the ordinance codified by this chapter became effective,[†] to acquire, erect, maintain and operate plants and systems for electric light, heat and power, electric distribution systems and electric transmission systems (herein “electric utilities”) within the present and future corporate limits of the City, and Grantee is hereby granted the right, franchise and authority to construct, install and maintain such electric utilities over, across and under the streets, alleys and public grounds of the City, and any private lands therein and to furnish, supply, transmit and distribute electricity to the City and its inhabitants and others within and without the corporate limits for any and all lawful purposes, including public and private use, and upon such terms, conditions, restrictions and regulations as are contained in this chapter.

111.02 CONSTRUCTION – TREES. All construction, exclusive of distance from buildings, shall be in compliance with the standards of the *Iowa Electrical Safety Code* as adopted by the State Utilities Board. Grantee shall have the right to trim or remove trees when reasonably necessary to efficiently operate its plant and render service.

111.03 MOVING STRUCTURES OR EQUIPMENT. If any party, acting alone or through an agent, company or employee, shall desire to operate, erect, maintain, move or transport any tools, machinery, equipment, supplies, materials, apparatus, house or other building, or any part thereof, within the corporate limits of the City which will encroach or could reasonably be expected to encroach within ten (10) feet of any above-ground transmission or distribution line that is energized in excess of seven hundred fifty (750) volts between conductors or between any single conductor and a ground, such party shall give a reasonable notice of such proposed work to Grantee and shall

[†] **EDITOR’S NOTE:** Ordinance No. 148, adopting an electric franchise for the City, was passed and adopted on April 5, 1988. Voters approved the franchise at an election held on May 10, 1988.

refrain from any encroachment until the same may be done in accordance with standards established to prevent electrical contact with conductors and the party shall protect electric utilities from damage during such encroachment. If good practice requires relocation or de-energizing conductors, the work shall be at a time that will not cause unreasonable inconvenience to the Grantee or its customers and shall be at the expense of such party. Grantee may require payment in advance. Grantee will not be required to relocate above-ground high voltage electric transmission lines if any alternate route exists for the performance of such work.

111.04 PUBLIC IMPROVEMENTS. If the City shall propose to improve or make a public improvement in any street, alley or public way (herein "Public Improvement") in a manner that may conflict with the existing electric utilities, the contractor awarded the public improvement contract shall ascertain the exact number, location, depth or elevation of electric utilities and at all times protect electric utilities from damage during the performance of the contract. The Grantee shall, upon resolution of the Council, temporarily remove, relocate or guard with insulating barriers electric utilities that are deemed in conflict with the public improvement, at its own expense, at a time that will not cause unreasonable inconvenience to the Grantee or its customers.

111.05 DAMAGE TO SYSTEM. If any party shall damage any part of the electric utilities or shall cause any weakening or loss of the structural, mechanical or vertical support thereof, or cause an interruption to the electric service provided by any transmission or distribution line, such party shall give warnings and use safeguards as may be necessary, including the erection of insulating barriers to prevent electrical contact by any person and shall immediately notify Grantee of the location, time of the occurrence and nature of the damage and shall maintain reasonable warnings and safeguards until all damage has been repaired.

111.06 SUCCESSORS AND ASSIGNS. This chapter shall apply to Grantee and its successors and assigns. Grantee shall be subject to all legal right, power and authority now or hereafter possessed by the City to control and direct by ordinance or resolution the franchise herein granted and the manner in which the Grantee shall use and enjoy it.

111.07 EMINENT DOMAIN. Grantee shall have the power to appropriate and condemn private property for the purpose of providing electrical service to the extent necessary to serve a public use and in a reasonable relationship to an overall plan of transmitting electricity in the public interest. The necessity for the taking of any private property by the Grantee by use of condemnation shall be determined by the Council by resolution.

111.08 INDEMNIFICATION. Grantee shall defend at its own expense in the name and on behalf of the City and shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, whether caused or contributed to by the negligence of the Grantee or the City on account of injury or damage to any person or property caused or occasioned in whole or in part by reason of or arising out of the construction, operation or maintenance of electric utilities, except the Grantee shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the sole negligence of the City.

111.09 REMEDIES. The City shall have the power and authority to seek and obtain civil relief through the judicial system, including but not limited to injunctive relief, to enforce and facilitate the provisions of this chapter.

CHAPTER 112

TELEPHONE FRANCHISE

112.01 Franchise Granted
112.02 Location of Poles
112.03 Repair of Sidewalk or Street Pavement

112.04 Signal Wires
112.05 Franchise Subject to Authority of City

112.01 FRANCHISE GRANTED. Central Telephone Company, a Delaware corporation (the "Grantee"), its lessees, successors and assigns are hereby granted the nonexclusive franchise, right and privilege for a period of twenty-five (25) years[†] to use the streets, alleys, bridges and other public places of the City for the purpose of erecting, maintaining and operating a telephone system, including all necessary appurtenances, and to use jointly or otherwise the property of other companies and permit other companies to use its property under such arrangements as such companies and the Grantee may agree upon.

112.02 LOCATION OF POLES. The location of poles by the Grantee under authority of this chapter shall be subject to the supervision of the Street Commissioner or such other official as the Council may designate. All poles shall be neat and symmetrical and be so located as to minimize interference with the safety or convenience of persons traveling the streets, alleys, bridges and other public places.

112.03 REPAIR OF SIDEWALK OR STREET PAVEMENT. The Grantee shall properly repair or replace any sidewalk or street surface which may be displaced or damaged by it in the erection and maintenance of its telephone system. Upon the failure of the Grantee to do so and after twenty (20) days' notice in writing given by the Mayor to the Grantee, the City may repair or replace such portion of the sidewalk or street surface as may have been disturbed by the Grantee and collect the costs so incurred from the Grantee.

112.04 SIGNAL WIRES. The Grantee shall, on demand, during the life of the franchise, provide crossarm or bracket space on each pole owned by it on which the City may desire to attach signal wires for the free use of the police and fire alarm systems of the City. All such wires shall be placed and maintained so as not to interfere with the convenient use and maintenance of the Grantee's telephone system and the location of such wires shall be subject to the supervision of the Grantee. All such wires shall be placed and

[†] **EDITOR'S NOTE:** Ordinance No. 88, adopting a telephone franchise for the City, was adopted on May 6, 1980.

maintained in accordance with the *National Electric Safety Code*, as from time to time amended.

112.05 FRANCHISE SUBJECT TO AUTHORITY OF CITY. The Grantee agrees for and on behalf of itself, its lessees, successors and assigns that all authority and rights granted in this chapter shall be subject to all rights, powers and authority now or hereafter possessed by the City to regulate, control and direct or otherwise by ordinance or resolution legislate concerning the exercise of the franchise herein granted and concerning the manner in which the Grantee shall use the streets, alleys, bridges and other public places of the City.

CHAPTER 113

CABLE TELEVISION FRANCHISE AND REGULATIONS

113.01 Definitions	113.22 Performance Standards
113.02 Use of Property	113.23 Channel Capacity and Performance
113.03 Taxes	113.24 Installation and Maintenance of Subscriber Terminals in City Buildings and Schools
113.04 Insurance	113.25 Telecast of Educational Activities
113.05 Repairs	113.26 Program Alteration
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113.08 Insolvency of Grantee	113.29 Service Agreements
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113.15 Installation of Cables	113.36 Access
113.16 Restoration of Ground Surface	113.37 Discrimination Prohibited
113.17 Alteration of Grade	113.38 Other Business Activities Prohibited
113.18 Temporary Removal of Cables	113.39 Arbitration
113.19 Tree Trimming	113.40 Service Complaints
113.20 Line Extensions	
113.21 Service Requirements	

113.01 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 any facility that, in whole or in part, receives directly, or indirectly over the air, and amplifies or otherwise modifies the signals transmitting programs broadcast by one or more television or radio stations and distributes such signals, by wire or cable, to subscribing members of the public who pay for such services.
2. "Channel" means the segment of the electromagnetic spectrum to which a source of television transmission is assigned.
3. "FCC" means the Federal Communications Commission.
4. "Franchise" means the rights, privileges, and authority granted by the City to the Grantee hereunder and includes all of the terms and conditions of this chapter. †

† **EDITOR'S NOTE:** On October 5, 1982, a cable television franchise for the City was passed and adopted [Title VII, Chapter 7(A)]. Pursuant to a consent agreement of December 2, 1986, the system was sold to Vantage Cable, Inc., and pursuant to a consent agreement of May 17, 1988, the system was resold to Triax Midwest Associates, L.P.

5. "Grantee" means HOLIDAY CABLEVISION, INC. When the context so requires, the term "Grantee" means and includes the Grantee, its officers, agents, employees, servants and independent contractors.
6. "Private property" means all property, real, personal or mixed, owned by a private person, including property owned by a public utility not owned or operated by the City.
7. "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.
8. "Public property" means all property, real or personal or mixed, owned or used by the City, including property owned or used by a public utility owned or operated by the City.

113.02 USE OF PROPERTY. The Grantee may use public property 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 hereafter be consistent with generally accepted principles applicable to the operation of a cable television system subject, however, to the following restrictions:

1. Laws and Regulations. The Grantee shall comply with all governmental laws, ordinances, rules or regulations as may now or hereafter be applicable thereto.
2. Restrictions. The Grantee shall not use or occupy or permit public property or private property to be used or occupied or do or 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 any mortgage or lease as may now or hereinafter 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 vibrations, 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.

113.03 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 taxed, charged, assessed, levied, or imposed upon the property of the Grantee and upon any services rendered by the Grantee.

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

1. **General Liability.** 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. The amount of such insurance shall be not less than \$100,000 as to any one person, \$300,000 as to any one occurrence for injury or death to persons, and \$100,000 for damages to property, with so-called umbrella coverage of at least \$1,000,000.
2. **Worker's Compensation.** Worker's Compensation Insurance as provided by the laws of the State of Iowa, as amended.
3. **Automobile.** Automobile Insurance with limits of not less than \$100,000/\$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 so-called umbrella coverage of at least \$1,000,000.
4. **Notice of Cancellation.** All of said insurance coverage shall provide a ten-day notice to the City in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective.
5. **Copies Filed.** Copies of all insurance policies required hereunder shall be furnished to and filed with the City prior to the commencement of operations or the expiration of prior policies, as the case may be.
6. **Defense Costs.** The Grantee shall pay all reasonable expenses incurred by the City in defending itself with regard to all damages, penalties or other claims resulting from the acts of the Grantee, its assigns, employees, agents, invitees, or other persons. Said expenses

shall include all out-of-pocket expenses such as attorney's fees, and shall include the value of any service rendered by the City Attorney or any other officers or employees of the City.

113.05 REPAIRS. During the term of the franchise, the Grantee shall, at its own expense, make all necessary repairs and replacements to the property of the Grantee. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when needed. The Grantee agrees to give written notice to the Mayor in the event repairs are not commenced within 48 hours after the breakdown.

113.06 HOLD HARMLESS. During the term of the franchise, the Grantee absolutely assumes and agrees to pay the City for, and the Grantee forever agrees to indemnify the City against, and agrees to hold and save the City harmless from, any and all damage, injury, costs, expenses, liability, claims, settlements, judgments, decrees and awards of every kind and nature whatsoever, including attorney's fees, costs and disbursements, that may ever be claimed against the City by any person whatsoever, or an account of any actual or alleged loss, damage or injury to any property or person whatsoever, however arising from or related to or connected with, directly or indirectly, (a) injury to or death of any person, or loss, damage or injury to any property of the Grantee, and/or (b) the nonobservance by the Grantee of the provisions of any laws, statutes, ordinances, resolutions, regulations or rules duly promulgated by any governmental entity which may be applicable directly or indirectly, to rights, privileges, and authority, and the obligations and liabilities, assumed by the Grantee under the franchise, (c) the nonobservance by the Grantee of any of the terms and conditions of the franchise, and/or (d) the granting of the franchise.

113.07 ASSIGNMENT. The Grantee shall not assign or transfer any right granted under this chapter to any other person without prior consent of the Council, which consent shall not be unreasonably withheld, provided that the Grantee shall have the right to assign the provisions of this chapter to a corporation wholly owned by the Grantee or to a limited partnership of which the Grantee is a general partner without the prior consent of the City.

113.08 INSOLVENCY OF GRANTEE. In the event that the Grantee shall become insolvent, or be declared a 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 sixty (60) days after taking possession of such property, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee.

113.09 DEFAULT OF GRANTEE. In the event the Grantee shall fail to comply with any of the 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 beyond the reasonable control of the Grantee.

113.10 TERMINATION. Upon termination of the franchise for any cause, the Grantee shall remove the property of the Grantee from all public property and private property within the City and shall return such public property and private property to the owner thereof in the same condition as when the property of the Grantee was placed thereon, ordinary wear and tear excepted.

113.11 COMPLIANCE WITH APPLICABLE LAWS. During the term of the franchise, the Grantee shall comply with all governmental laws, ordinances, rules or regulations as may 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.

113.12 FCC NOTIFICATION. The Grantee shall notify the FCC of the granting of the franchise as required by the regulations of the FCC.

113.13 INSTALLATION AND MAINTENANCE OF PROPERTY OF THE GRANTEE. 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.

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

113.15 INSTALLATION OF CABLES. The Grantee shall have the right, privilege, and authority to lease, rent or in any other manner obtain the use of wooden poles with overhead lines, conduits, trenches, ducts, lines, cables, and other equipment and facilities from any and all holders of public licenses and franchises with 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

the existing poles owned by other holders of public licenses and franchises with the City whenever possible for the installation of its cable. When installation of cable on poles is insufficient, or when holders of other public licenses or franchises have installed underground cable, then in that event, the cable used by the Grantee shall be installed underground.

113.16 RESTORATION OF GROUND SURFACE. In 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 or alley disturbed, in as good a condition as before said work was commenced.

113.17 ALTERATION OF GRADE. In the event that during the term of the franchise, the City shall elect to alter or change the grade of any street, alley, or public way, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

113.18 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 five (5) days' advance notice to arrange for such temporary cable changes.

113.19 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.

113.20 LINE EXTENSIONS. It shall be the obligation of the Grantee to serve all residents of the City except to the extent that density of homes, adverse terrain or other factors render providing service impracticable, technically infeasible or economically noncompensatory. For purposes of determining compliance with the provisions of this section, and to provide for a reasonable and nondiscriminatory policy governing extensions of cable service within the City, Grantee shall extend service to new subscribers at the normal installation charge and monthly rate for customers of that classification where there is an average of thirty (30) homes per each linear mile of new cable construction. In the event the requirements of this section are not met, extensions of service shall be required only on a basis which is reasonable and compensatory.

113.21 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.

113.22 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.

113.23 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.

113.24 INSTALLATION AND MAINTENANCE OF SUBSCRIBER TERMINALS IN CITY BUILDINGS AND SCHOOLS. During the franchise, the Grantee shall at its sole cost, install and maintain a subscriber terminal in such buildings owned or used by the City, and in such buildings owned or used by recognized educational authorities within the City, both public and private, as may be designated by the governing body having jurisdiction thereof. Grantee shall furnish a terminal at its expense and any additional terminals shall be at the expense of the City. This provision is meant to apply only to those buildings accessible to Grantee's system. The designated public buildings will be equipped for two-way capability. The Grantee will furnish to the educational system access to the local origination channel for sending VTR programming to the system.

113.25 TELECAST OF EDUCATIONAL ACTIVITIES. The Grantee shall not cablecast, tape, reproduce or otherwise convey to its subscribers the activities of any recognized educational authority, public or private, without the written consent of the governing body of such authority.

113.26 PROGRAM ALTERATION. Any signal received by the Grantee from a television broadcast station shall be cablecast by the Grantee in its entirety, as received, without alteration.

113.27 SUBSCRIBER RATES AND CHARGES. All rates for service shall be reasonable, compensatory and nondiscriminatory. Except as otherwise provided in the franchise, the Grantee shall have the right, privilege and authority to change the rates and charges.

113.28 SERVICE RULES AND REGULATIONS. The Grantee shall have the right to prescribe reasonable service rules and regulations and operating rules for the conduct of its business. Such rules and regulations shall be consistent with the terms and conditions of the franchise. The Grantee shall file such rules and regulations, and all amendments thereto, with the City.

113.29 SERVICE AGREEMENTS. The Grantee shall have the right to prescribe a reasonable form of service agreement for use between the Grantee and its subscribers. Such service agreement shall be consistent with the terms and conditions of the franchise.

113.30 PAYMENTS TO CITY. During the term of the franchise, the Grantee shall pay to the City three percent (3%) of its annual gross subscriber revenues received by the Grantee for regular monthly cable television services rendered to customers located within the City. At the end of Grantee's fiscal year, an annual report shall be provided to the Council detailing all revenue received by the Grantee and indicating the source of said revenues. The City reserves the right to require additional information if needed. All payments as required by the Grantee to the City shall be made annually and shall be due forty-five (45) days after the close of the Grantee's tax year.

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

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

113.33 FILING OF REPORTS. On or before April 1 of each year, the Grantee shall file with the City copies of FCC Form 325 and FCC Form 326 for the preceding calendar year.

113.34 FILING OF MAPS AND PLATS. On or before April 1 of each year, the Grantee shall file with the City maps and plats showing the location and nature of all new property of the Grantee within the City as of the end of the preceding calendar year.

113.35 FILING OF COMMUNICATIONS WITH REGULATORY AGENCIES. The Grantee shall file with the City, copies of all petitions, applications and communications submitted by the Grantee to any regulatory agency having jurisdiction over the Grantee.

113.36 ACCESS. The Grantee shall and does hereby grant to the City the right to enter upon the property of the Grantee, upon reasonable notice, at any

and all reasonable times to inspect the same for purposes pertaining to the rights of the City.

113.37 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.

113.38 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 servicing television or radio receivers, 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.

113.39 ARBITRATION. Any controversy between the City and the Grantee regarding the rights, duties and liabilities of either party under the franchise shall be settled by arbitration. This section shall not apply to termination proceedings under Section 113.10. Such arbitration shall be before three (3) disinterested arbitrators, one (1) named by the City, one (1) named by the Grantee, and one (1) named by the two (2) thus chosen. The decision of the arbitrators shall be conclusive and shall be enforced in accordance with the laws of the State.

113.40 SERVICE COMPLAINTS. During the term of the franchise, or any renewal thereof, Grantee shall maintain an office or designated agent in the City, or an office which may be reached by a toll-free telephone call, for the purpose of receiving, investigating and responding to the complaints and grievances with respect to the quality of the service rendered by the Grantee, equipment malfunctions and other matter relating to the cable television system of the Grantee.

CHAPTER 115

CEMETERY

115.01 Definition
115.02 Trusteeship
115.03 Rules and Regulations
115.04 Records
115.05 Sale of Interment Rights

115.06 Perpetual Care
115.07 Cemetery Lots Without Perpetual Care
115.08 Annual Care
115.09 Casket Foundations

115.01 DEFINITION. The term "cemetery" means the Sheffield Cemetery, which is a municipal cemetery under the provisions of Chapter 523I of the Code of Iowa and which shall be operated under the provisions of Chapter 523I of the Code of Iowa and this chapter.

(Code of Iowa, Sec. 523I.501)

115.02 TRUSTEESHIP. Pursuant to Section 523I.502 of the Code of Iowa, the City Council hereby states its willingness and intention to act as the trustee for the perpetual maintenance of the cemetery property.

(Code of Iowa, Sec. 523I.502)

115.03 RULES AND REGULATIONS. The Council shall operate the cemetery in accordance with the rules and regulations therefor, which shall be adopted and amended from time to time by resolution of the Council. Such rules and regulations may cover the hours of opening and closing, the use of roads within the cemetery, the hours for burials, the decorating of graves and the fees for services rendered in connection with interments or the placing of markers. The rules shall specify the cemetery's obligations in the event that interment spaces, memorials or memorializations are damaged or defaced by acts of vandalism.

(Code of Iowa, Sec. 523I.304)

115.04 RECORDS. It is the duty of the Clerk to make and keep complete records identifying the owners of all interment rights sold by the cemetery and historical information regarding any transfers of ownership. The records shall include all of the following:

(Code of Iowa, Sec. 523I.311)

1. Sales or Transfers of Interment Rights.
 - A. The name and last known address of each owner or previous owner of interment rights.
 - B. The date of each purchase or transfer of interment rights.

- C. A unique numeric or alphanumeric identifier that identifies the location of each interment space sold by the cemetery.
2. Interments.
 - A. The date the remains are interred.
 - B. The name, date of birth and date of death of the decedent interred, if those facts can be conveniently obtained.
 - C. A unique numeric or alphanumeric identifier that identifies the location of each interment space where the remains are interred.

115.05 SALE OF INTERMENT RIGHTS. The sale or transfer of interment rights in the cemetery shall be evidenced by a certificate of interment rights or other instrument evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by Chapter 523I of the Code of Iowa. The payment of all fees and charges shall be made at the office of the Clerk where receipts will be issued for all amounts paid. Said fees and charges shall be based upon the charges as established by the Council.

(Code of Iowa, Sec. 523I.310)

115.06 PERPETUAL CARE. The Council, by resolution, shall accept, receive and expend all moneys and property donated or left to them by bequest for perpetual care, and that portion of interment space sales or permanent charges made against interment spaces which has been set aside in a perpetual care fund. The assets of the perpetual care fund shall be invested in accordance with State law. The Council, by resolution, shall provide for the payment of interest annually to the appropriate fund, or to the cemetery, or to the person in charge of the cemetery to be used in caring for or maintaining the individual property of the donor in the cemetery, or interment spaces which have been sold with provisions for perpetual care, all in accordance with the terms of the donation or bequest, or the terms of the sale or purchase of an interment space and Chapter 523I of the Code of Iowa.

(Code of Iowa, Sec. 523I.503, 523I.507 & 523I.508)

115.07 CEMETERY LOTS WITHOUT PERPETUAL CARE. Owners of lots or other interested persons may secure perpetual care on lots or parts of lots in the older portions of the cemetery not having perpetual care by the payment to the City of the perpetual care charges at the rates specified in the rules and regulations.

115.08 ANNUAL CARE. An annual care charge as specified in the rules and regulations shall be made by the City on those lots in the older portions of the cemetery which are not at present under perpetual or endowed care. The City reserves the right to refuse to furnish maintenance service, or to permit the erection of any monumental work on those lots not under perpetual or endowed care or when the annual care on such lot has not been paid in advance.

115.09 CASKET FOUNDATIONS. Burials of caskets in the cemetery shall be enclosed in a concrete box or in an outer wall of steel or concrete, or shall have some other foundation and support structure which will provide support equivalent to a concrete vault. The Council shall determine whether the foundation and support structure is sufficient.