

TITLE VI - REGULATION OF BUSINESS AND VOCATIONS  
FRANCHISES

CHAPTER 150  
NATURAL GAS FRANCHISE

|        |  |        |                                  |
|--------|--|--------|----------------------------------|
| 150.01 | Franchise Granted  | 150.06 | Authority of City                |
| 150.02 | Use of City Owned Distribution System for Transportation | 150.07 | Supply                           |
| 150.03 | Excavations  | 150.08 | Indemnification of City          |
| 150.04 | Improvements   | 150.09 | Grantee Default                  |
| 150.05 | Service  | 150.10 | Term; Right to Cancel and Repeal |
|        |  | 150.11 | User Fee                         |
|        |  | 150.12 | Right-of-First Refusal           |

**150.01 FRANCHISE GRANTED.** Aquila, Inc. d/b/a Aquila Networks, its lessees, successors and assigns, hereinafter referred to as "Grantee," are hereby granted a nonexclusive authority for a period of twenty (20) years to erect, construct, maintain and operate a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of Webster City, Iowa, for the transmission, distribution and sale of natural and/or mixed gas for heating, industrial and all other uses and purposes in the City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of the City to other cities, towns and customers.

**150.02 USE OF CITY OWNED GAS DISTRIBUTION SYSTEM FOR TRANSPORTATION.** This franchise shall include the right of the Grantee to use, transport, and sell natural and/or mixed gas over that portion of the gas distribution system owned by the City of Webster City, Iowa, for heating, industrial and all other uses and purposes for a period of twenty (20) years under the terms and conditions as set forth by a separate agreement between the Grantee and the City.

**150.03 EXCAVATIONS.** Whenever Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public place within the corporate limits of the City the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work, and upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavation shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the City. In the event that the Grantee shall fail to comply with the provisions of this section after having been

given reasonable notice, the City may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the City by the Grantee.

**150.04 IMPROVEMENTS.** Grantee, in constructing and maintaining its gas distribution system, and in entering and using the streets, highways, avenues, alleys and public places in the City, and in laying and installing its mains, services, piping, and related appurtenances and equipment, shall not in any manner interfere with or injure any improvements which the City now has, or may hereafter have, upon any of its streets, alleys, highways or public places. In the event a natural gas line interferes with an existing or future public project, then that line shall be relocated at the expense of the Grantee.

**150.05 SERVICE.** Grantee agrees for and on behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and will maintain and operate the same in a modern and adequate fashion. Grantee will provide safe, reliable service in a reasonable and prudent manner in conformance with industry standards. Grantee will, from time to time during the term of this franchise, make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of the City justify, in accordance with its Rules and Regulations relating to customer connections and main and service line extensions currently in effect and on file from time to time with the Iowa Utilities Board or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Grantee to construct or extend its mains or furnish natural gas or natural gas service within the City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of the City or an adequate supply thereof to warrant the construction or extension of its mains for the furnishing of such natural gas or gas service; provided, further, that when the amount of natural gas supplied to Grantee at or near the limits of the City is insufficient to meet the additional firm requirements of connected or new consumers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural gas for such additional firm requirements to residential, commercial and industrial consumers, in that order of priority. In addition to other methods of remitting payment, Grantee will provide a location within the City for customers of Grantee to pay monthly natural gas bills to Grantee.

**150.06 AUTHORITY OF CITY.** Grantee agrees for and on behalf of itself, its lessees, successors, and assigns, that all authority and rights in this chapter contained shall at all times be subject to all rights, power and

authority now and hereafter possessed by the City to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of the City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

**150.07 SUPPLY.** Grantee shall, at all times, maintain an adequate supply of clean, standard gas with a British Thermal Unit heating value of not less than that prescribed in its Rules and Regulations relating thereto in effect and on file from time to time with the Iowa Utilities Board or other competent authority having jurisdiction in the premises.

**150.08 INDEMNIFICATION OF CITY.** Grantee shall hold the City harmless from any and all claims and actions, litigation or damage, arising out of the passage of the ordinance codified by this chapter, out of the construction, erection, installation, maintenance and operation of its properties, operated by authority of this chapter within the corporate limits of the City or the negligence of its employees in the operation thereof, including the court costs and reasonable attorney fees in making defense against such claims; provided, however, that Grantee shall not be liable for the negligence of the City, its employees or agents. A copy of any process served upon the City shall be served by the City upon the Grantee. The Grantee shall have the right to defend in the name of the City and to employ counsel for such purpose. No provision of this chapter is intended, or shall be construed, to be a waiver for any purpose of any applicable state limits in liability.

**150.09 GRANTEE DEFAULT.** In case of failure by the Grantee to comply with any of the provisions of this chapter, or if the Grantee should do or cease to be done any act or thing prohibited by or in violation of the terms of this chapter, the Grantee shall forfeit all rights and privileges granted by this chapter and all rights hereunder shall terminate, provided that said termination shall not take effect until the City shall carry out proceedings in accordance with the following. Before the City proceeds to cancel this franchise, it shall first serve a written notice upon the Grantee setting forth in detail in such notice the alleged neglect or failure complained of, and the Grantee shall have thirty (30) days thereafter in which to comply with the conditions of this grant and privilege. If at the end of such period the City deems that the conditions have not been complied with and that this franchise is subject to repeal by reasons thereof, the City shall enact a repealing ordinance setting out the grounds upon which said grant and privilege is to be canceled or terminated. If within thirty (30) days after the effective date of said repealing ordinance, the Grantee shall not have instituted an action in any court of competent jurisdiction to determine whether the Grantee has violated the terms of this chapter, this franchise shall be canceled. If Within such thirty (30) day period the Grantee does institute an action as



above provided to determine whether or not the Grantee has violated the terms of this chapter and prosecutes such action to final judgment with due diligence, then, in that event, if the court finds that this franchise is subject to cancellation by reason of the violation of its terms, then this franchise shall terminate thirty (30) days after such final judgement is rendered.

**150.10 TERM; RIGHT TO CANCEL AND REPEAL.** The right and authority granted herein shall be nonexclusive and shall continue for a period of twenty (20) years from and after the effective date of the ordinance codified by this chapter; provided, however, either party may cancel this franchise and repeal this chapter on the eighth (8th) or sixteenth (16th) anniversary of this ordinance by notifying the other party in writing of its desire to do so, said notification to be given not more than ninety (90) days before more tha 8th or 16th anniversary, respectively, of this ordinance. If either party is not notified of cancellation on either the 8th or 16th anniversary of this ordinance, then this franchise shall continue without cancellation or repeal until the twentieth (20th) year. The anniversary date shall be the date this franchise is accepted by Grantee or otherwise effective by operation of law.

**150.11 USER FEE.** A fee for use of the streets, alleys, bridges, and other public places of the City may be imposed upon the gross receipts, less sales tax, on all gas sales and related services within the City in lieu of local sales and service tax adopted by any governmental authority authorized to do so pursuant to Section 422B.8 or 364.2 of the Iowa Code. Any such fee imposed shall be directly charged to customers.

**150.12 RIGHT-OF-FIRST REFUSAL.** Except as provided below, all rights, privileges and authority hereby granted to Grantee shall inure to the benefit of its successors and assigns, subject to all the terms, provisions and conditions herein contained, and all obligations hereby imposed upon Grantee shall be binding upon its successors and assigns. No prior notice or consent of such assignment is necessary from City where such assignment or transfer is made (1) pursuant to reorganization or merger in which Grantee or entity controlled by Aquila is a sucessor or surviving corporation, (2) where Grantee is pledging, mortgaging, or otherwise assigning its rights hereunder as security for indebtedness, or (3) to a transferee or assignee of all of Aquila's gas properties located in Iowa following a sale approved by the Iowa Utilities Board. Before Aquila sells its rights, privileges and other assets in the City, as the sale of a single city natural gas distribution system, Aquila shall provide the City with notice of such proposed sale. The City shall thereafter have a period of thirty (30) days in which to meet the price, terms and conditions of any bona fide offer which Aquila intends to accept for the sale of the system. If the City meets the offer with the same or better terms, then Grantee shall sell the franchise, and other natural gas facilities and equipment,

of its Webster City system to the City. If Aquila sells its rights, privileges and other assets in the City as part of a sale, other than a sale of a single city natural gas distribution system, then Aquila will provide: (a) notice to the City of the proposed sale, subject to confidential protection of the terms and conditions of such sale, and (b) notice to any qualified buyer, prior to close of any proposed sale of the Webster City assets, of the City's desire to purchase the natural gas distribution system located in Webster City.

**EDITOR'S NOTE**

Ordinance No. 2005-1637, adopting a gas franchise for the City of Webster City, was passed and adopted on February 21, 2005.

CODE OF ORDINANCES, WEBSTER CITY, IOWA  
-679-

CHAPTER 150

NATURAL GAS FRANCHISE

CODE OF ORDINANCES, WEBSTER CITY, IOWA

-680-

WEBSTER CITY, IOWA

CHAPTER 151

TITLE VI - REGULATION OF BUSINESS AND VOCATIONS  
FRANCHISES

CHAPTER 151  
CABLE TV FRANCHISE AND REGULATIONS

|        |  |        |  |
|--------|--|--------|--|
| 151.01 | Intent   | 151.17 | Governmental And Educational<br>Use                  |
| 151.02 | Franchise Granted  | 151.18 | Franchise Fee  |
| 151.03 | Definitions  | 151.19 | Renewal of Franchise                                 |
| 151.04 | Term of Franchise  | 151.20 | Insurance Requirements                               |
| 151.05 | Acceptance: Effective Date                                 | 151.21 | Notice   |
| 151.06 | Conditions of Street Occupancy                             | 151.22 | Equal Protection                                     |
| 151.07 | Repairs  | IS1.23 | Performance Evaluation Hearings/<br>Periodic Reviews |
| 151.08 | Restoration of Public Ways                                 | 151.24 | Customer Service Standards                           |
| 151.09 | Compliance with Applicable Laws                            | 151.25 | Conditions of Sale                                   |
| 151.10 | Installation and Maintenance of<br>Property of the Grantee | 151.26 | Transfer of Franchise                                |
| 151.11 | Alteration of Grade  | 151.27 | Purchase by City Upon Expiration<br>or Revocation    |
| 151.12 | Temporary Removal of Cables                                | 151.28 | Enforcement and Termination of<br>Franchise          |
| 151.13 | Tree Trimming  | IS1.29 | Regulations of Rates                                 |
| 151.14 | Line Extensions  |        |  |
| 151.15 | Hold Harmless  |        |  |
| 151.16 | Insolvency of Grantee                                      |        |  |

151.01 INTENT. It is the intent of the City to grant a franchise for the construction and operation of a cable system to Cablevision VI, Inc., to define the relationship between the City and Cablevision VI, Inc., and to provide for the day-to-day regulations of the cable system through the term of the franchise.

151.02 FRANCHISE GRANTED. The franchising authority hereby grants to Grantee a non-exclusive franchise to construct and operate a cable system in, along, among, upon, across, above, over, under or in any manner connected with public ways within the City and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain in, on, over, under, upon, across or along any public way, and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the cable system.

151.03 DEFINITIONS. For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings below. When not inconsistent with the context, words

CHAPTER 151

WEBSTER CITY, IOWA

used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

1. "Basic Cable Service" means the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.
2. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide cable service and other service to subscribers.
3. "Franchise Authority" means the City of Webster City, Iowa, or the lawful successor, transferee or assignee thereof.
4. "Grantee" means Cablevision VI, Inc., or the lawful successor, transferee or assignee thereof.
5. "Gross Revenues" means the monthly cable service revenues received by Grantee from subscribers of the cable system; provided, however, that such phrase shall not include; (1) revenues received from national advertising carried on cable system; (2) any taxes on cable service which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.
6. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the franchising authority in the City which shall entitle the franchising authority and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the cable system.

151.04 TERM OF FRANCHISE. The franchise granted pursuant to this chapter shall be for an initial term of fifteen (15) years from its passage and final adoption.

151.05 ACCEPTANCE: EFFECTIVE DATE. Grantee shall accept the franchise pursuant hereto by signing this agreement together with

Supp. Dec-93



the operational agreement, and filing the same with the City Clerk or other appropriate official or agency of the franchising authority within sixty (60) days after the passage and final adoption of this agreement. Subject to the acceptance by Grantee and publication as required by law, the effective date of this agreement shall be the sixtieth day after its passage and final adoption.

151.06 CONDITIONS OF STREET OCCUPANCY. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be so located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said public ways.

151.07 REPAIRS. During the term of the franchise, the Grantee shall, at its own expense, make all necessary repairs and replacement 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.

151.08 RESTORATION OF PUBLIC WAYS. If during the course of Grantee's construction, operation or maintenance of the cable system there occurs a disturbance of any public way by Grantee, it shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way existing immediately prior to such disturbance.

151.09 COMPLIANCE WITH APPLICABLE LAWS. During the term of the franchise, the Grantee shall comply with all federal laws, rules or regulations as may now be hereinafter applicable to the constructions, operation, maintenance, repair, replacement, renewal, reconstruction, and removal of a cable television system, the sale and supply of audio and video communication services, the use of public property and private property and the engagement in such further activities as may now or hereinafter be consistent with generally accepted principles applicable to the operation of a cable system.

151.10 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.

Supp. Dec-93

151.11 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 ninety (90) days notice by the City, shall remove, relay, and relocate its poles, wires, cable, underground conduits, man holes, and other fixtures at its own expense.

151.12 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 cable 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 ten (10) business days advance notice to arrange for such temporary cable changes.

151.13 TREE TRIMMING. 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.

151.14 LINE EXTENSIONS. It shall be the obligation of Grantee to serve all residents of the City except to the extent that the density of homes, adverse terrain or other factors render providing service impracticable, technically unfeasible or economically non-compensatory. For purposes of determining compliance with the provisions of the section, and to provide for a reasonable and non-discriminatory 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 are an average of fifteen (15) homes per 1,320 cable-bearing strand feet of trunk or distribution cable.

151.15 HOLD HARMLESS. During the term of the franchise, the Grantee assumes and agrees to pay the City for, and Grantee indemnifies the City against, and agrees to hold and save the City harmless from, any and all damage, injury, costs, expenses, liability, claims, settlements, judgements, decrees and awards of every kind and nature whatsoever, or on account of any actual or alleged loss, damage or injury to any person or property whatsoever, arising from or related to or connected with, directly or indirectly, the performance or non-performance by Grantee of its duties and obligations under the franchise, provided, however, Grantee shall not be required to hold the City harmless from illegal, negligent, or ultra vires acts of the City.

Supp. Dec-93

151.16 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 any 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.

151.17 GOVERNMENTAL AND EDUCATIONAL USE. During the term of the franchise, the Grantee shall provide one (1) channel to be used for governmental or educational access.

151.18 FRANCHISE FEE. Grantee shall pay to the franchising authority a franchise fee equal to five percent (5%) of gross revenues received by Grantee from the operation of the cable system on an annual basis. The franchise fee payment - shall be due and payable ninety (90) days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report from a representative of Grantee showing the basis for the computation.

151.19 RENEWAL OF FRANCHISE. The franchising authority and the Grantee agree that any proceedings undertaken by the franchising authority that relate to the renewal of the Grantee's franchise shall be governed by and comply with the provisions of the Cable Communications Policy Act of 1984, as amended.

151.20 INSURANCE ROQUIREMENTS. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the franchise, Comprehensive General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. Said insurance shall designate the franchising authority as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the franchising authority.

151.21 NOTICE. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the franchising authority or Grantee shall be in writing and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. The notices or responses to the franchising authority shall be addressed as follows:

Supp. Dec-93

City of Webster City  
P.O. Box 217  
Webster City, Iowa 50595

The notices or responses to the Grantee shall be addressed as follows:

Cablevision VI, Inc.  
3635 Maple Drive  
Fort Dodge, Iowa 50501-6410

with copy to TCI Southeast, Inc.  
Attn: Director of Franchising  
2204 Lakeshore Drive, Suite 325  
Birmingham, AL 35209

and a copy to:

Cablevision VI, Inc.  
Attn: State Manager  
2199 Ingersoll Avenue  
Des Moines, Iowa 50312-5227

The franchising authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

151.22 EQUAL PROTECTION. In the event the franchising authority enters into a franchise, permit, license, authorization or other agreement of any kind with any other person or entity other than the Grantee to enter into the franchising authority's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the City, the material provision thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another and to provide all parties equal protection under the law.

151.23 PERFORMANCE EVALUATION HEARINGS/PERIODIC REVIEWS. On the third, sixth, and ninth anniversaries of the effective date of the franchise, the Cable Commission may require review of this franchise, subject to the following:

1. Any such review shall be open to the public and announced in the official City newspaper. The Grantee shall reasonably notify its local subscribers of review sessions by announcing same through either public notices or inserts in subscribers' billing statements.

Supp. Dec-93

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2. Topics to be discussed at any scheduled review session may include, but will not be limited to, franchise fees; free or discounted services; application of new technologies; system performance; services provided; programming offered; customer complaints; privacy; amendments to this chapter; judicial and FCC rulings; line extension policies; and existing or prospective rules or regulations of the Grantee or the City.

3. Members of the general public may add topics by requesting of the City such topics be added to the agenda of its meeting.

4. During a review or evaluation by the Cable Commission, the Grantee shall fully cooperate with the City and shall provide such non-confidential information and documents as the City may need to reasonably perform the review.

5. As a result of the review, the Commission or Grantee may determine that a change in the terms of the franchise may be required, that the cable system or franchise requirements should be updated, changed, revised, or that additional services should be provided. If the change is consistent with the terms of this franchise and implementation of the change would not unreasonably add to the cost of providing cable services, Grantee and the Commission will, in good faith, negotiate the terms of the change and any required amendment to this franchise.

6. Should the Commission or the Grantee allege that the other is not negotiating in good faith, then the matter will be submitted to the Council for review. The Council will afford adequate notice of a hearing in order that both sides are given an opportunity to be heard. After hearing the facts, the Council will recommend appropriate measures in an effort to resolve the dispute and thereby resume discussions. The Council shall limit its decision to the issue of good faith.

7. Any determination by the Council shall be subject to a de novo review by a court of competent jurisdiction.

#### 151.24 CUSTOMER SERVICE STANDARDS.

1. System Office Hours and Telephone Availability.

A. The Grantee will maintain a local, toll-free or collect call telephone access line which will be

Supp. Dec-93

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available to subscribers 24 hours a day, seven days a week.

(1) Trained representatives of the Grantee will be available to respond to subscriber telephone inquiries during normal business hours, as defined herein.

(2) After normal business hours an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after normal business hours must be responded to by a trained representative of the Grantee on the next business day.

B. Under normal operating conditions, as defined herein, telephone answer time by a customer representative, including wait time, will not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed 30 seconds. These standards will be met no less than 90 percent of the time under normal operating conditions, as measured by the Grantee on a quarterly basis.

C. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints indicates a clear failure to comply with such standards.

D. Under normal operating conditions, the subscriber will receive a busy signal less than 3 percent of the time.

2. Installations, Outages and Service Calls. Under normal operating conditions, each of the following four standards will be met no less than 95 percent of the time, as measured by the-Grantee on a quarterly basis:

A. Standard installations will be performed within seven business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

B. Excluding conditions beyond its control, the Grantee will begin working on service interruptions, as defined herein, promptly and in no event later than 24

Supp. Dec-93

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hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

C. The Grantee will provide "appointment window" alternatives for installations, service calls, and other installation activities, which will be either a specific time or, at maximum, a four-hour time block during normal business hours.

D. The Grantee shall not cancel an appointment with a subscriber after the close of business on the business day prior to the scheduled appointment.

E. If a representative of the Grantee is running late for an appointment with a subscriber and will not be able to keep the appointment as scheduled, the subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the subscriber.

3. Billing.

A. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

B. In case of a billing dispute, the Grantee will respond to a written complaint from a subscriber within 30 days from receipt of the complaint.

C. Refund checks will be issued promptly, but no later than either (1) the subscriber's next billing cycle following resolution of the request or 30 days, whichever is earlier, or (2) the return of the equipment supplied by the Grantee if service is terminated.

D. Credits for service will be issued no later than the subscriber's next billing cycle following the determination that a credit is warranted.

4. Definitions. For purposes of this section, the following definitions shall apply:

Supp. Dec-93

A. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve subscribers. In all cases, "normal business hours" shall include some evening hours at least one night per week and/or some weekend hours. The Grantee will notify its subscribers and the franchising authority of its normal business hours.

B. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

C. "Service Interruption" means the loss of picture or sound on one or more channels.

151.25 CONDITIONS OF SALE. If a renewal or extension of the Grantee's franchise is denied or the franchise is lawfully terminated, and the franchising authority either lawfully acquires ownership of the system or by its actions lawfully effects a transfer of ownership of the system to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the franchising authority agree that in the case of a final determination of a lawful revocation of the franchise at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its system to a qualified third party. The franchising authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its system which is reasonably acceptable to the franchising authority, the Grantee and the franchising authority may avail themselves of any rights they may have pursuant to Federal or State law; it being further agreed that the Grantee's continued operation of its system during the

Supp. Dec-93

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six-month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the franchising authority or the Grantee.

151.26 TRANSFER OF FRANCHISE. The Grantee's right, title, or interest in the franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the franchising authority, such consent not be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the franchise or system in order to secure indebtedness. Within 30 days of receiving the request for transfer, the franchising authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the franchising authority has not taken action on the Grantee's request for transfer within 120 days after receiving such request, consent by the franchising authority shall be deemed given.

151.27 PURCHASE BY CITY UPON EXPIRATION OR REVOCATION.

1. Subject to applicable Federal, State, and local law, at the expiration of this franchise, the City may, in lawful manner and upon the payment in readily available fund of fair market value, determined on the basis of the system valued as a going concern, purchase the system.
2. Subject to applicable Federal, State, and local law, upon the lawful revocation of this franchise, the City may, in lawful manner and upon the payment in readily available funds of an equitable price, purchase the system.

151.28 ENFORCEMENT AND TERMINATION OF FRANCHISE.

1. Notice of Violation. In the event that the franchising authority believes that the Grantee has not complied with the terms of the franchise, it shall notify Grantee in writing of the exact nature of the alleged noncompliance.
2. Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the notice described in Section 151.21 (a) to respond to the franchising authority contesting the assertion of noncompliance; or (b) to cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30)

Supp. Dec-93

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day period, initiate reasonable steps to remedy such default and notify the franchising authority of the steps being taken and the projected date that they will be completed.

3. Public Hearing. In the event that Grantee fails to respond to the notice described in Section 151.21 pursuant to the procedures set forth in Section 151.23 or in the event that the alleged default is not remedied within sixty (60) days after the Grantee is notified of the alleged default pursuant to Section 151.21 the franchising authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of the franchising authority which is scheduled at a time which is not less than five (5) business days therefrom. The franchising authority shall notify the Grantee of the time and place of such meeting and provide the grantee with an opportunity to be heard.

4. Enforcement. Subject to applicable Federal and State law, in the event the franchising authority, after such meeting, determines that Grantee is in default of any provision of the franchise, the franchising authority may:

A. Foreclose on all or any part of any security provided under this franchise, if any, including without limitation, any bond or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the franchising authority reasonably determines is necessary to remedy the default;

B. Commence an action at law for monetary damages or seek other equitable relief;

C. In the case of a substantial default of a material provision of the franchise, declare the franchise agreement to be revoked; or

D. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

E. In the case of a substantial default of a material provision of the ordinance, and after giving the Grantee ninety (90) days notice and opportunity to cure, assess a fine of one-hundred (100) dollars per day until the substantial default is cured.

Supp. Dec-93

F. Any final action by the City adverse to Grantee's interest and disputed by Grantee, shall be reviewable by court of competent jurisdiction pursuant to State and Federal law.

5. Acts of God. The Grantee shall not be held in default or noncompliance with the provisions of the franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

151.29 REGULATIONS OF RATES. The City shall regulate the rates of TCI of Heartlands for basic cable service and associated equipment in accordance with the procedures set forth in the 1992 Cable Act and the FCC Regulations, as amended from time to time, and shall be authorized to take all necessary and appropriate action in connection therewith. In connection with such regulations the City will ensure a reasonable opportunity for consideration of the view of interested parties. (Added by Ordinance No. 93-1427)

EDITOR'S NOTE

Ordinance No. 93-1418, adopting a cable TV franchise for the City, was adopted by the Council on October 4, 1993, and approved by Cablevision V1, Inc. on October 22, 1993.

Supp. Dec-93



## CHAPTER 152

### NATURAL GAS UTILITY COMMISSION

152.01 Natural Gas Utility Commission

152.02 Term of Office

152.03 Vacancies

152.04 Compensation

152.05 Powers and Duties

152.01 NATURAL GAS UTILITY COMMISSION. There shall be a Natural Gas Utility Commission, hereinafter referred to as the “Commission,” consisting of five (5) members who shall serve as an advisory board to the City Council of the City of Webster City. Four (4) members shall be residents of the City and one (1) member shall be a managerial person of the Webster City Municipal Electric Utility or designee. The members of the Commission shall be appointed by the Mayor, subject to the approval of the Council.

152.02 TERM OF OFFICE. The term of office of the members of the Commission shall be five (5) years. The terms of not more than two (2) members will expire in any one year.

152.03 VACANCIES. If any vacancy exists on the Commission caused by resignation or otherwise, a successor for the residue of the term shall be appointed in the same manner as the original appointee.

152.04 COMPENSATION. All members of the Commission shall serve without compensation except their actual expenses, which shall be subject to the approval of the Council.

152.05 POWERS AND DUTIES. The Commission shall have and exercise the following powers and duties:

1. Selection of Officers. The Commission shall choose annually, at its first regular meeting, one of its members to act as Chairperson and another as Vice Chairperson, who shall perform all the duties of the Chairperson during the Chairperson’s absence or disability.
2. Adopt Rules and Regulations. The Commission shall adopt such rules regulations governing its organization and procedures as it may deem necessary.

CHAPTER 152  
COMMISSION

NATURAL GAS UTILITY

3. Review Complaints. The Commission shall periodically meet, as established by its rules and regulations, to review complaints made by customers of the natural gas utility lease holder. The Commission shall attempt to resolve complaints, both technical and programming and franchise compliance oversight.
4. Recommendations. The Commission shall make recommendations to the Council as to any actions required to assure full compliance of the franchise ordinances. The Commission shall also make recommendations on changes or potential termination of natural gas franchise and lease agreements to the Council.
5. Report. The Commission shall advise the Council on a periodic basis, as to the nature of all complaints and as to any franchise compliance oversights.

(Ch. 152 – Ord. 2003-1593 – Apr. 03 Supp.)

TITLE VI - REGULATION OF BUSINESS AND VOCATIONS  
FRANCHISES

CHAPTER 153  
CABLE TELEVISION COMMISSION

153.01 Cable Television Commission  
153.02 Term of Office  
153.03 Vacancies

153.04 Compensation  
153.05 Powers and Duties

153.01 CABLE TELEVISION COMMISSION. There shall be a City Cable Television, Commission, hereinafter referred to as the "Commission", consisting of nine (9) members who shall serve as an advising board to the City. Three (3) public members shall be residents of the City and represent the general public; one (1) member shall be the general manager of Cablevision VI, Inc., its successor, transferee or assignee, serving the Webster City area or his designee; one (1) member shall be the City Manager or his designee; one (1) member shall be the Superintendent of the Webster City Community Schools or his designee; one (1) member shall be the Chairman of the Hamilton County Board of Supervisors or his designee; one (1) member shall be the Administrator of the Hamilton County Public Hospital or his designee; and one (1) member shall be William Olson, who is a current member of the Commission shall represent Iowa Central Community College, and upon his resignation from the Commission, the representative shall be the President of Iowa Central Community College or his designee. The public members of the Commission shall be appointed by the Mayor, subject to the approval of the Council. (Amended by ordinance No. 95-1450)

153.02 TERM OF OFFICE. The term of office of the public members shall be three (3) years. The term of not more than one public member will expire in any one year, with terms ending December 31st. (Amended by Ordinance No. 95-1450)

153.03 VACANCIES. If any vacancy exists on the Commission caused by resignation or otherwise, a successor for the residue of the term shall be appointed in the same manner as the original appointee.

153.04 COMPENSATION. All members of the Commission shall serve without compensation except their actual expenses, which shall be subject to the approval of the Council.

153.05 POWERS AND DUTIES. The Commission shall have and exercise the following powers and duties:  
Supp. Aug-95

1. Selection of Officers. The Commission shall choose annually, at its first regular meeting, one of its members to act as chairperson and another as vice chairperson, who shall perform all the duties of the chairperson during the chairperson's absence or disability.
2. Adopt Rules and Regulations. The Commission shall adopt such rules and regulations governing its organization and procedure as it may deem necessary.
3. Review Complaints. The Commission shall periodically meet, as established by its rules and regulations, to review complaints made by subscribers to the franchise cable system. The Commission shall attempt to resolve complaints, both technical and programming and franchise compliance oversight.
4. Recommendations. The Commission shall make recommendations to the Council as to any actions required to assure full compliance of the franchise ordinances.
5. Report. The Commission shall advise the Council on a periodic basis, as to the nature of all complaints and as to any franchise compliance oversights.

(Chapter 153 added by Ordinance No. 93-1419)

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Supp. Aug-95

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