

ORDINANCE

- 45 -

**AN ORDINANCE GRANTING A FRANCHISE
TO THE STARWEST INC., ITS SUCCESSORS AND ASSIGNS
TO OPERATE AND MAINTAIN A COMMUNITY
ANTENNA TELEVISION SYSTEM IN THE
CITY OF FARMINGTON, IOWA: SETTING FORTH CONDITIONS
ACCOMPANYING THE GRANT OF FRANCHISE,
AND PROVIDING FOR REGULATIONS
AND USE OF SAID SYSTEM BY SAID CITY.**

SECTION 1 Short title. This Ordinance shall be known as and may be cited as the "Cable Television Ordinance".

SECTION 2 Definitions. For the purpose of the Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely direction.

(1) "City" is the City of Farmington, Iowa.

(2) "Company" is the grantee of rights under this Ordinance awarding a franchise and is known as Starwest Inc.

(3) "Cable Television" is a system for the reception, transmission and/or origination of sounds, pictures, writings, data, signals and other Intelligence by means of a network of coaxial cable or other conductors, equipment and appurtenances.

SECTION 3 Election. In order for the nonexclusive franchise granted by this ordinance to become effective, an election must be held and a majority of those voting must vote in favor of the granting of a franchise. The franchise shall not be finally effective until an acceptance in writing has been filed with the City Council.

SECTION 4 Grant of Authority

A. There is hereby granted by the City to the Grantee the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof,

and additions thereto, in the City, poles, wires, cables, underground conduits, manholes and other television conductors, and fixtures necessary for the maintenance and operation in the City of a cable television system for the interception, sale and distribution of television signals.

B. The right to use and occupy said streets, alleys, public ways and places for the purpose herein set forth shall not be exclusive and the City reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of this franchise.

SECTION 5 Use of Existing Poles. The poles used by the Company for its distribution system shall be those poles erected, maintained, and controlled by the City itself, or any person, firm or corporation operating under a franchise granted by the City, or any person, firm or corporation that shall have poles erected in, on, over or under the streets, avenues, sidewalks and alleys of the City, whether the same be by franchise or otherwise; it being the intention of this provision to eliminate the necessity for the Company to erect poles on the streets, avenue, sidewalks and alleys of the City by the use of pole line agreements with one or more owners of poles presently existence.

SECTION 6 Territorial Area Involved. This franchise relates to the present territorial limits of the City and to any area henceforth added thereto during the term of this franchise.

SECTION 7 Standards and Safety Requirements.

A. The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

B. The Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Electrical Safety Code promulgated by the National Bureau of Standards and the National Electrical Code of the National Board of Fire Underwriters, and such applicable Ordinances and regulation of the City effecting the electrical installations which may be, from time to time, in effect.

C. All structures and all lines, equipment, and connections, in, over, under and upon the streets, sidewalks, alleys, and public ways or

places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

D. In case of any disturbance of pavement, sidewalk, driveway or other surface, the Company shall, at its own expense and in a manner approved by the City, remove, replace and restore all pavements, sidewalk, driveway, or surface so disturbed in a good condition as before said work was commenced. In the event the City shall elect to alter or change any street, alley, easement or public way requiring the relocation of the facilities of the Company, the Company, upon reasonable notice by the City, shall move or relocate the same at its own expense.

E. Whenever it is necessary to shut off or interrupt service for repairs, installation, or adjustments, the Company shall do so at such times as will cause the least amount of inconvenience to its customers.

SECTION 8 Liability and Indemnification. The Company shall pay and by its acceptance of this franchise the Company expressly agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of granting this franchise. The City shall notify the Company's representative in the City within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City arising out of the granting of this franchise. The Company shall maintain, and by its acceptance of this franchise specifically agrees that it will maintain throughout the term of this franchise liability insurance insuring the City and the Company with regard to all damage mentioned above in the minimum amounts of: \$100,00.00 property damage to any one person; \$200,000.00 for property damage resulting from any one accident; \$100,00.00 for personal injury to any one person; \$300,000.00 for personal injury arising out of any one accident. The Company shall comply with all of the provisions of the Workmen's Compensation Law of the State of Iowa.

SECTION 9 Conditions of Street Occupancy.

A. All transmissions and distribution structures, lines and equipment erected by the Company within the City shall be so located as to cause minimum interference with the property use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of

property owners who join any of the said streets, alleys and other public ways or places.

B. The Company may enter into one or more contracts with the light, water and gas utilities in the City, power and telephone company, or the owner or lessee of any poles or posts located within the City to whatever extent such contract or contracts may be expedient and of advantage to the Company in furnishing and service covered by this franchise to its customers.

C. Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

D. The Company shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire changes.

E. The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the City so as to prevent the branches of the trees from coming in contact with the wires and cables of the Company except that at the option of the City such trimming may be done by it or under its supervision and direction at the expense of the Company.

F. The Company shall be notified seventy-two (72) hours in advance of any digging within city limits to allow company to mark location of underground cable.

SECTION 10 The Company is granted the privilege of making additional charges for extraordinary installations such as underground services or length in excess of 150 feet.

SECTION 11 Services to Schools. Upon request, the Company shall furnish free of charge, connections, and service to all public and parochial schools within the City.

SECTION 12 Franchise Term. The franchise granted the Company herein shall terminate twenty (20) years from the date of grant, and may be

renewed for successive twenty (20) year terms on the same terms and conditions as contained herein, provided that each renewal must be preceded by public proceedings involving public notice and opportunity for interested parties to participate, during which the Grantee's performance during the previous franchise terms, plans for future operations, the adequacy of the franchise provisions, and the consistency of the provisions with applicable F.C.C. rules are all fully reviewed.

SECTION 13 New Developments. It shall be the policy of the City liberally to amend this franchise upon application of the Company, when necessary to enable the Company to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently, or economically to serve its customers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy state herein.

SECTION 14 Service Rules and Regulations. The Company shall have the right to prescribe reasonable service rules and regulations for the conduct of its business not inconsistent with the provisions of this Ordinance and a copy of such service rules and regulations shall be kept on file at all times with the City Clerk.

SECTION 15 Compliance with F.C.C. Standards. The Company shall fully comply with all technical standards adopted by the F.C.C. as related to cable television systems.

SECTION 16 Separability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

SECTION 17 Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 18 The Rule requiring the reading of this Ordinance of three different days is hereby, by unanimous consent of the City Council, waived.

SECTION 19 After initial passage of this Ordinance the same shall remain on file with the City Clerk for ten days before its shall come on for final adoption and then thereafter upon such final adoption as published

once in a newspaper of general circulation and after final adoption it shall take effect from and after the date of publication.

Passed the 10th day of March, 1997

Approved the 10th day of March, 1997

Keith L. Muntz, Mayor

Joan Rohdy, City Clerk

Starwest Inc. Rep.

Reviewed: 9/10/15