

## CHAPTER 110

### NATURAL GAS FRANCHISE

#### EDITOR'S NOTE:

**Ordinance No. 284 was passed on November 2, 2004, and published November 11, 2004. The ordinance repealed all prior electric franchises and all other ordinances or parts of ordinances in conflict with it. The prior Natural Gas Franchise ordinance was Ordinance No. 106-78 adopted September 5, 1978.**

**The following is Chapter 110, in the form prior to adoption of Ordinance No. 284. It is followed by the text of Ordinance No. 284. The franchise granted by Ordinance No. 284 is for an initial period of 10 years and automatic renewal periods of five (5) years unless the City gives notice at least 180 days prior to the expiration date.**

#### Chapter 110:

##### 110.01 Franchise Granted

##### 110.02 Restoration of Facilities

##### 110.03 Successors and Assigns

##### 110.04 Eminent Domain

##### 110.05 Construction of Public Improvements

##### 110.06 Damage to System

##### 110.07 Indemnification

##### 110.08 Remedies

**110.01 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 a gas plant or plants, gas transmission, storage and distribution systems and related equipment and appurtenances, used or to be used in the production, storage, transmission or distribution of natural gas, manufactured gas, liquefied petroleum gas, or other hydrocarbon gases, or any mixture of gases (herein "Gas Utilities") within the present and subsequent corporate limits of the City, and Grantee is hereby granted the right, franchise and authority to construct, install and maintain such gas utilities over, across and under the streets, alleys and public grounds of the City, and any private lands therein and to furnish, supply and distribute gas 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 adopted in this chapter.

**110.02 RESTORATION OF FACILITIES.** If Grantee, in the installation, erection and maintenance or operation of its gas utilities, shall cut into or take up any pavement or sidewalk or make any excavation- in any street, alley or public grounds within the corporate limits of the City, the same shall be done as near as may be in a manner resulting in minimum interference with the public use of such street, alley or public grounds. Upon completion of such work, Grantee shall replace any pavement or sidewalk removed and shall restore the premises to as good condition as at commencement of the work.

**110.03 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.

**110.04 EMINENT DOMAIN.** Grantee shall have the power to appropriate and condemn private property for the purpose of providing gas service to the extent necessary to serve a public use and in a reasonable relationship to an overall plan of transmitting or distributing gas service. The question of necessity for the taking of any private property by the Grantee by use of the right of eminent domain and condemnation shall be determined by the Council by resolution.

**110.05 CONSTRUCTION OF 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 gas utilities, the contractor awarded the public improvement contract shall ascertain the exact number, location and depth of gas utilities and at all times protect gas utilities from damage during the performance of the contract. The Grantee shall, upon resolution of the Council, temporarily relay, relocate or guard with barriers gas 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.

**110.06 DAMAGE TO SYSTEM.** If any party shall damage any part of the gas utilities or shall cause any weakening of the structural or lateral support thereof, such party shall immediately notify Grantee of the location, time of the occurrence and nature of the damage. If the damage causes or contributes to uncontrolled venting of gas, such party shall give warnings and use safeguards as may be necessary to prevent injury to persons and property in the vicinity of such venting gas, including evacuation of buildings, shall immediately notify the City as well as Grantee, and shall maintain reasonable warnings and safeguards until all damage has been repaired.

**110.07 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 gas 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.

**110.08 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.

**ORDINANCE NO. 284, ADOPTED EFFECTIVE NOVEMBER 11, 2004:**

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called the "Company," and its successors and assigns, the non-exclusive right and franchise to acquire, construct, erect, maintain and operate in the City of Shell Rock, Iowa, hereinafter called the "City," a gas distribution system, to furnish natural gas along, under, over 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. Pursuant to Section 364.2(4) (e) of the Code of Iowa, 2003 the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall remain in effect for a period of ten (10) years from the effective date of this ordinance and for up to three additional five (5) year periods thereafter unless the City provides written notice of termination to the Company at least one hundred and eighty (180) days prior to the expiration of any single period. Failure to terminate the franchise at any preceding period does not make invalid the City's option to terminate the franchise in the final 180 days of any subsequent period. The City may extend any franchise period up to ninety (90) days upon written notice given not less than thirty (30) days before the expiration of any term of the franchise to allow for negotiations and approval of any revision of renewal of the franchise agreement.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2003, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, 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.

Section 4. The Company shall, at its cost and expense, locate and relocate its installations in, on, over or under any public 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 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 select the route requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring the original condition as nearly as practicable.

Section 6. Company shall indemnify and save harmless 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 this 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.

Section 7. 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.

Section 8. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent with applicable Iowa laws and regulations. The Company facilities authorized by this franchise shall be modern and up-to-date and shall be of sufficient capacity and reliability to supply all reasonable demands of the City and its inhabitants.

Section 9. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 10. The City reserves the right to impose a franchise fee pursuant to Iowa Code. The City may modify the franchise fee during the term of this franchise. The franchise fee shall not be charged to the City. In the event that this franchise expires or is terminated, the Company shall remit the franchise fee to the City so long as the Company collects the franchise fee.

Section 11. Annually, if requested by the City, the Company shall provide a report to the City Council of major construction or maintenance projects completed during the preceding year. The report shall advise the City of anticipated construction or maintenance projects scheduled in the current calendar year.

Section 12. The City reserves the right to terminate the franchise granted herein if the Company breaches any of the provisions of this franchise; provided, however, there shall be no termination if the Company shall correct the breach within sixty (60) days of receipt of a certified letter notifying the Company that it has breached the terms and conditions of this franchise. No breach shall be considered to have occurred if the Company has acted in compliance with state or federal rules, laws, codes or ordinances that are in conflict with this franchise ordinance or the ordinances of the City of Shell Rock.

Section 13. Any person, business or government entity other than the City or MidAmerican Energy Company prior to using the Company's rights to use the City's rights of way, shall obtain prior written approval from the City of Shell Rock.

Section 14. The Company shall provide to the City on a project specific basis mapping information specific to construction or reconstruction projects in the City. The City shall not provide copies of any mapping information provided to the City to any entity or person without the written consent of the Company.

Section 15. The Company shall reimburse the City for publication costs of the notice of public hearing, this ordinance and the minutes from the council meeting at which this ordinance receives final approval. If an election is held to approve this franchise all expenses to conduct said election will be paid by the Company in accordance with the Code of Iowa.

Section 16. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The Company shall, within (30) thirty days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval this ordinance shall be published in the Waverly Newspapers, the official newspaper for the City of Shell Rock, Iowa. The effective date of this ordinance shall be the date of publication. In the event that MidAmerican Energy Company

does not file its written acceptance of this ordinance within 30 days after its approval by the City Council this ordinance shall be void and of no effect.

Section 17. Upon the effective date of this ordinance, all prior gas franchises granted to Company to furnish natural gas service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

## CHAPTER 111

### ELECTRIC FRANCHISE

#### EDITOR'S NOTE:

Ordinance No. 283 was passed on October 5, 2004, and published October 14, 2004. The ordinance repealed all prior electric franchises and all other ordinances or parts of ordinances in conflict with it. The prior Electric Franchise ordinance was Ordinance No. 107 adopted September 5, 1978.

The following is Chapter 111, in the form prior to adoption of Ordinance No. 283. It is followed by the text of Ordinance No. 283. The franchise granted by Ordinance No. 283 is for an initial period of 10 years and automatic renewal periods of five (5) years unless the City gives notice at least 180 days prior to the expiration date.

#### Chapter 111:

**111.01 Franchise Granted**

**111.02 Construction — Trees**

**111.03 Moving Structures or Equipment**

**111.04 Public Improvements**

**111.05 Damage to System**

**111.06 Successors and Assigns**

**111.07 Eminent Domain**

**111.08 Indemnification**

**111.09 Remedies**

**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 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 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 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.

**ORDINANCE NO. 283, ADOPTED EFFECTIVE OCTOBER 14, 2004:**

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called the "Company," and its successors and assigns, the non-exclusive right and franchise to acquire, construct, erect, maintain and operate in the City of Shell Rock, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. This franchise grants no rights for communications signals other than signals necessary for the operation and maintenance of the Company's electric system described herein. Pursuant to Section 364.2(4)(e) of the Code of Iowa, 2003, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall remain in effect for a period of ten (10) years from the effective date of this ordinance and for up to three additional five (5) year periods thereafter unless the City provides written notice of termination to the Company at least one hundred and eighty (180) days prior to the expiration of any single period. Failure to terminate the franchise at any preceding period does not make invalid the City's option to terminate the franchise in the final 180 days of any subsequent period. The City may extend any franchise period up to ninety (90) days upon written notice given not less than thirty (30) days before the expiration of any term of the franchise to allow for negotiation and approval of any revision or renewal of the franchise agreement.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2003 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy in and through the City, but all said conduits and poles shall be 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. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning of trees shall be done to current nationally accepted safety and utility industry standards.

Section 4. The Company shall, at its cost and expense, locate and relocate its installations in, on, over or under any public 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 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, the City shall select the route which requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the excavation of conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the original condition as nearly as practicable.

Section 6. The 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 in whole or in part, by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this 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.

Section 7. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

Section 8. In newly platted residential subdivisions the Company shall construct its facilities underground, unless prohibited by state, federal or city code, laws or ordinances. All said construction shall be in accordance with Iowa Utilities Board rules and regulations and IUB approved Company's tariffs.

Section 9. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with applicable Iowa laws and regulations. The Company facilities authorized by this ordinance shall be modern and up-to-date and shall be of sufficient capacity and reliability to supply all reasonable demands of the City and inhabitants thereof.

Section 10. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 11. The City reserves the right to impose a franchise fee pursuant to Iowa Code. The City may modify the franchise fee during the term of this franchise. The franchise fee shall not be charged to the City. In the event that this franchise expires or is terminated, the Company shall remit the franchise fee to the City so long as the Company collects the franchise fee.

Section 12. Annually, if requested by the City, the Company shall provide a report to the City Council of major construction or maintenance projects completed during the preceding year. The report shall advise the City of anticipated construction or maintenance projects scheduled in the current calendar year. The Company shall report on the number and duration of any electric outages that were in excess of 15 minutes to customers located within the corporate limits of Shell Rock, that resulted from an interruption to the electric distribution system owned and operated by the Company.

Section 13. The City reserves the right to terminate the franchise granted herein if the Company breaches any of the provisions of this franchise; provided, however, there shall be no termination if

the Company shall correct the breach within sixty (60) days of receipt of a certified letter notifying the Company that it has breached the terms and conditions of this franchise. No breach shall be considered to have occurred if the Company has acted in compliance with state or federal rules, laws, codes or ordinances that are in conflict with this franchise ordinance or the ordinances of the City of Shell Rock.

Section 14. Any person, business or government entity other than the City or MidAmerican Energy Company prior to placing attachments on, subleasing or otherwise using the underground or the aerial utility system owned or operated by the Company within the City limits of Shell Rock, or prior to using the Company's rights to use City rights of way, shall obtain prior written approval from the City of Shell Rock.

Section 15. The Company shall provide to the City on a project specific basis mapping information specific to construction or reconstruction projects in the City. The City shall not provide copies of any mapping information provided to the City to any entity or person without the written consent of the Company.

Section 16. The Company shall reimburse the City for publication costs of the notice of public hearing, this ordinance and the minutes from the council meeting at which this ordinance receives final approval. If an election is held to approve this franchise all expenses to conduct said election will be paid by the Company in accordance with the Code of Iowa.

Section 17. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The Company shall file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval this ordinance shall be published in the Waverly Newspapers, the official newspaper for the City of Shell Rock, Iowa. The effective date of this ordinance shall be in accordance with the Code of Iowa. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within 30 days after its effective date this ordinance shall be void and of no effect.

Section 18. Upon the effective date of this ordinance, all prior electric franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

## CHAPTER 112

### CABLE TELEVISION FRANCHISE

**EDITOR'S NOTE: ORDINANCE 138-82, CODIFIED AS CHAPTER 112, WAS REPEALED AND REPLACED WITH THE FOLLOWING, BY ORDINANCE NO. 300. THE FOLLOWING FRANCHISE EXPIRES ON APRIL 3, 2017.**

**BE IT ORDAINED** by the City Council of the City of Shell Rock, Iowa that the following agreement shall replace Ordinance No. 138-82, codified as Chapter 112 of the Code of Ordinances of Shell Rock, Iowa, 2003, in its entirety upon the effective date as established herein; and that Chapter 113 of the Code of Ordinances of Shell Rock, Iowa, 2003, is hereby repealed:

#### FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Shell Rock, Iowa, hereinafter referred to as the "Franchising Authority" and MCC Iowa LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as the "Grantee."

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

#### SECTION 1

##### Definition of Terms

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words 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:

- A.** "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B.** "Cable Act" means Title VI of the Cable Act of 1934, as amended.
- C.** "Cable Services" shall have the definition contained in the Cable Act, 47 U.S.C. Section 522, for the term "cable service." The definition of "other programming service" shall be that contained in the Cable Act, 47 U.S.C. Section 522.
- D.** "Cable System" shall mean the Grantee's facility, consisting of a set of closed

transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

- E.** “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- F.** “Franchising Authority” means the City of Shell Rock, Iowa.
- G.** “Grantee” means MCC Iowa LLC, or the lawful successor, transferee, or assignee thereof.
- H.** “Gross Revenues” means revenues derived from the operation of the Cable System received by Grantee from Subscribers for Cable Services in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- I.** “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J.** “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, 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 now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K.** “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- L.** “Standard Installation” is defined as 125 feet from the nearest tap to the Subscriber’s terminal.
- M.** “Subscriber” means a Person who lawfully receives Cable Service of the Cable System with the Grantee’s express permission.

## **SECTION 2** **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee 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 Service Area, 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 such facilities and equipment as may be

necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services.. Nothing in this Grant shall be construed to prohibit the delivery of data and voice services over the Cable System, so long as such delivery is allowed by Federal law without a franchise. In the event that the Franchising Authority is not prohibited by Federal law and state law from requiring a franchise for such delivery, no such delivery shall be made without a franchise.

**2.2 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.

**2.3 Other Authorizations.** The Franchising Authority shall not permit any person to provide video services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive video franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises by the Franchising Authority to provide video services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area, subject to reasonable build-out and extension requirements, and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations. A new franchisee may be allowed a reasonable period of time, not to exceed two (2) construction seasons, to build the system throughout the territory.

### **SECTION 3** **Standards of Service**

**3.1 Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be 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 such Public Ways. The Grantee shall, at its cost and expense, locate and relocate its installations in, on, over or under any public street or alley in the Franchising Authority in such manner as the Franchising Authority 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 Franchising Authority has a reasonable alternative route for the street, alley or public improvements which alternative route would not cause the relocation of the Grantee installations, the Franchising Authority shall select said alternative route. If relocation of the Grantee 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 Grantee's, the Franchising Authority shall select the route which requires the other franchisees or users to relocate. If project funds from a source other than the Franchising

Authority are available to pay for the relocation of utility facilities, the Franchising Authority shall use its best efforts to secure said funds and provide them to the Grantee to compensate the Grantee for the costs of relocation. The Cable System shall be 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 be hereafter located by authority of the City.

- 3.2 Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.
- 3.3 Relocation for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.
- 3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
- 3.5 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth on the Franchising Authority's property or right of way in order to access and maintain the Cable System. The pruning of trees shall be done to current nationally accepted safety and utility industry standards.
- 3.6 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.
- 3.7 Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.
- 3.8 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to

require as a condition of the subdivision process, Grantee shall be given the opportunity to share in access to open trenches on a cost-sharing basis. i

**3.9 Required Extensions of the Cable System.** Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

**3.10 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.11 Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.12 Emergency Alert.** Any Emergency Alert System ("EAS") provided by Grantee shall be

operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

- 3.13** Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

#### **SECTION 4**

#### **Regulation by the Franchising Authority**

**4.1** Franchise Fee.

The Grantee shall pay to the Franchising Authority a franchise fee of three percent (3%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due annually and payable within 90 days after December 31. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

- .A Limitation on Franchise Fee Actions. The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority.

- 4.2** Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

**4.3** Renewal of Franchise.

- .A 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 renewal provisions of federal law.

- .B In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

- .C Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and

the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

.D The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.

4.4 **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 Cable System or by its actions lawfully effects a transfer of ownership of the Cable 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, the Grantee shall be given at least six (6) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable 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 is further agreed that the Grantee's continued operation of the Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 **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 prior consent of the Franchising Authority. 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 Cable System in order to secure indebtedness.

## **SECTION 5** **Books and Records**

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to

disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## **SECTION 6** **Insurance and Indemnification**

- 6.1 Insurance Requirements.** The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.
- 6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Service Area provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

## **SECTION 7** **Enforcement and Termination of Franchise**

- 7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.
- 7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) 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.
- 7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority

shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action at law for monetary damages or seek other equitable relief; or
- B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

## **SECTION 8**

### **Miscellaneous Provisions**

- 8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.
- 8.3 Reservation of Rights.** Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

If at any time during the term of this franchise, federal, state or local law permits any provider of video programming to provide services such as those provided pursuant to this franchise without obtaining a franchise from the Franchising Authority on terms or conditions more favorable than those applicable to the Grantee, then this franchise shall at the sole discretion of the Grantee: (1) cease to be in effect; or (2) be deemed to expire at a date prior to the original expiration date selected by the Grantee. If at any time during the term of this franchise, federal, state or local law permits any provider of video programming to provide services such as those provided pursuant to this franchise on terms or conditions more favorable than those applicable to the Grantee then this franchise shall be automatically reformed to grant to the Grantee the more favorable terms, benefits and conditions available to the other provider.

- 8.4 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

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

City of Shell Rock  
PO Box 552  
Shell Rock, IA 50670

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

Government Relations Manager  
MCC Iowa, LLC  
6300 Council St NE  
Cedar Rapids, IA 52402

With a copy to:

Legal Department  
MCC Iowa, LLC  
100 Crystal Run Road  
Middletown, NY 10941

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

- 8.5 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- 8.6 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.
- 8.7 Term and Effective Date.** The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated below. This Franchise shall be for a term of ten (10) years from such Effective Date and shall expire on April 3, 2017.

**CHAPTER 113**

**CABLE TELEVISION REGULATIONS**

**REPEALED BY ORDINANCE 300 ON APRIL 3, 2007.**