

Communication of Terry Van Dyke, Coordinator of Mayor's Summer Youth Employment Program, submitting report on Summer Placement through July 14, 1981, presented and read.

Council Member Felderman moved that the communication be received and filed. Seconded by Council Member Pratt. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Mr. Al Polsean, 3515 Crescent Ridge, stated objections to the proposed Crescent Ridge Sanitary Sewer and also commented on the handicapped steps/landing on the Iowa St. side of City Hall.

At 10:40 p.m. Council Member Pratt moved to go into Closed Session to discuss pending litigation relative to the Ambulance Suit. Seconded by Council Member Felderman. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

At 10:46 p.m. Council reconvened regular Session.

Mayor King stated Corporation Counsel had been given further direction regarding pending litigation in the Ambulance Case.

There being no further business, Council Member Felderman moved to adjourn. Seconded by Council Member Pratt. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Mary A. Davis  
City Clerk

Approved \_\_\_\_\_ 1981

Adopted \_\_\_\_\_ 1981

Council Members  
ATTEST:

City Clerk

## CITY COUNCIL

### OFFICIAL

Special Session, July 29, 1981.

Council met at 4:30 P.M. (C.D.T.)

Present—Mayor King, Council Members Brady, Farrell, Felderman, Pratt. City Manager W. Kenneth Gearhart, Corporation Counsel R. N. Russo.

Mayor King read the call and stated that service thereof had been duly made and this Meeting is called for the purpose to consider AN ORDINANCE GRANTING TELEPROMPTER INC. A NON-EXCLUSIVE FRANCHISE TO ERECT, MAINTAIN AND OPERATE PLANTS AND SYSTEMS FOR A CABLE TELEVISION WITHIN THE CITY OF DUBUQUE FOR A TERM OF 20 YEARS and acting upon such other business which may properly come before the Council.

Proof of Publication, certified to by the Publisher, of Notice of Public Information Meeting held on July 25, 1981, pertaining to TV-FM Cable Franchise, Petition of Tri-State Electronic Association requesting exact contents of the proposed cable franchise before making any comments, Teleprompter Corporation submitting response to City's RFP dated 4-27-81, received 4-29-81, Teleprompter Corporation submitting draft franchise sections dated 5-18-81 and received 5-19-81, City Manager requesting additional information dated 5-22-81, Teleprompter Corporation submitting response to Manager's request for additional information dated 6-15-81, Teleprompter Corporation's revised draft of franchise sections dated 7-9-81, Teleprompter's letter accepting draft application and negotiated ordinance and agreeing to September 8, 1981, election, presented and read.

Council Member Pratt moved that the proof of publication, communications, petitions and responses be received and filed. Seconded by Council Member Farrell. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Mr. Rex Reynolds, negotiator for

City of Dubuque and Mr. Dan Delaney, manager of Teleprompter in Dubuque spoke to the Council and advised they were available to any questions anyone may have. Mr. Reynolds gave his unqualified recommendation for approval. Mr. Delaney was of opinion this was a better franchise than if competitive bidding had been allowed.

Mayor King expressed "Thanks" and Appreciation to Mr. Gearhart, Mr. Wittenberg, Cable Commission, Mr. Reynolds and Mr. Delaney for fine job done and work and effort put into the project.

Mr. Reynolds thanked the Council and Staff for the support given during the negotiations.

#### ORDINANCE NO. 42-81

AN ORDINANCE GRANTING A NON-EXCLUSIVE, REVOCABLE FRANCHISE TO TELEPROMPTER CORPORATION OF NEW YORK FOR THE OPERATION OF A CABLE SERVICES DELIVERY SYSTEM IN THE CITY OF DUBUQUE, IOWA; PERMITTING THE GRANTEE TO MAKE USE OF THE PUBLIC STREETS AND WAYS, SETTING THE DURATION OF FRANCHISE TO BE TWENTY (20) YEARS, PROVIDING PROVISIONS RELATING TO THE FOLLOWING: GRANT OF FRANCHISE, SERVICE AREA, SYSTEM DESIGN, STANDARDS, LOCAL REGULATION, SUBSCRIBER PROTECTIONS AND MISCELLANEOUS PROVISIONS AND SETTING FORTH DETAILS IN RELATION THERETO, presented and read.

Council Member Pratt moved that the reading just had be considered the first reading of the Ordinance. Seconded by Council Member Farrell. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Council Member Pratt moved that the rule requiring an Ordinance to be received and filed at two meetings prior to the meeting when final action is taken, be dispensed with. Seconded by Council Member Farrell. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt. Nays—None.

**ORDINANCE NO. 42-81**  
AN ORDINANCE GRANTING A NON-EXCLUSIVE, REVOCABLE FRANCHISE TO TELEPROMPTER CORPORATION OF NEW YORK FOR THE OPERATION OF A CABLE SERVICES DELIVERY SYSTEM IN THE CITY OF DUBUQUE, IOWA; PERMITTING THE GRANTEE TO MAKE USE OF THE PUBLIC STREETS AND WAYS; SETTING THE DURATION OF FRANCHISE TO BE TWENTY (20) YEARS; PROVIDING PROVISIONS RELATING TO THE FOLLOWING: GRANT OF FRANCHISE, SERVICE AREA, SYSTEM DESIGN, STANDARDS, LOCAL REGULATION, SUBSCRIBER PROTECTIONS AND MISCELLANEOUS PROVISIONS; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Section 364.2.4 of the Code of Iowa provides that a city may grant a non-exclusive franchise to erect, maintain and operate plants and systems for cable television within the city for a term of not more than twenty-five years; and

WHEREAS, such franchise may be granted, amended, extended or renewed only by an ordinance, but no exclusive franchise shall be granted, amended, extended or renewed; and

WHEREAS, no such ordinance shall be effective unless approved at an election requiring that a majority of those voting must approve the proposal before the City may proceed as proposed; and

WHEREAS, the City of Dubuque and Teleprompter Corporation of New York have agreed to the terms of a twenty (20) year, non-exclusive franchise to be effective October 1, 1981, to provide the City with a cable services delivery system; and

WHEREAS, the City of Dubuque and Teleprompter Corporation of New York have agreed to submit this fran-

chise ordinance for public approval at an election to be held September 8, 1981;

**NOW THEREFORE BE IT  
ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:**

Section 1. That the City Council of the City of Dubuque, Iowa, after having held public meetings and receiving the favorable recommendation of the City Manager and of the City Manager's negotiating team, finds that the ordinance as herein set forth should be approved and should be adopted as it serves the best interests of the inhabitants of the City of Dubuque, Iowa.

**TABLE OF CONTENTS**

SECTION	TITLE
1	SHORT TITLE
2	INTENT
3.1	Definitions
3.2	Basic Subscriber Service
3.3	Cable Services Delivery System
3.4	Channel
3.5	City
3.6	City Council
3.7	City Manager
3.8	Class I Television Channel
3.9	Class I (II, III, or IV) Television Signal
3.10	Class II Television Channel
3.11	Class III Television Channel
3.12	Class IV Television Channel
3.13	Community Programming
3.14	Community Programming Agent
3.15	Connection or Reconnection
3.16	Dedicated Channel or Loop
3.17	Disconnection
3.18	Dual Plant
3.19	FCC
3.20	Fee
3.21	Grantee
3.22	Grantor
3.23	Gross Revenues
3.24	Installation, Subscriber
3.25	Interconnection
3.26	Leased Channel
3.27	Local Origination
3.28	Loop
3.29	Monitoring
3.30	Outage
3.31	Pay Television Service
3.32	Rate
3.33	Regulatory Agent
3.34	State of the Art
3.35	Street

3.36	Subcommunity	7.2	Modification of Standards
3.37	Subscriber	7.3	Performance Measurements
3.38	Subscriber, Commercial	7.4	Additional Tests and Measurements
3.39	Subscriber, Educational	7.5	General Performance Requirements
3.40	Subscriber, Institutional	7.6	Class I and II Channel Performance Requirements
3.41	Subscriber, Residential, Multiple	7.7	Measurement Procedures
3.42	Subscriber, Residential, Single	7.8	Method of Installation
3.43	Tapping	7.9	Subscriber Installation Standards
<b>FRANCHISE GRANT</b>			
4.1	Grant of Franchise	7.10	Use of Poles
4.2	Accord	7.11	Undergrounding
4.3	Assurance of Service	7.12	Public Property Rights
4.4	Non-transferability of Franchise	7.13	Private Property Rights
4.5	Change in Control	7.14	Prior Property Uses
4.6	Duration of Franchise	7.15	Compliance with Codes
4.7	Extension or Renewal	7.16	Construction Conditions
4.8	Amendment	7.17	Construction Schedule
4.9	Waivers	<b>LOCAL REGULATION</b>	
4.10	Rescission	8.1	Records, Reports and Filing
4.11	Revocation	8.2	Annual Reports
4.12	Grantor's Regulatory Responsibility	8.3	Signal Carriage
4.13	Protection of Grantee's Property	8.4	Rates for Services
4.14	Disposition Upon Termination	8.5	Franchise Fee
4.15	Removal of System	8.6	Payment of Fee
4.16	Time of the Essence	8.7	Rights of Recomputation
4.17	Deregulation	8.8	Subscriber Payments
4.18	Right of Intervention	8.9	Refunds for Terminations
4.19	Jurisdiction	8.10	Subscriber Usage
4.20	No Contest of Validity	8.11	Subscriber Terminal Equipment
<b>SERVICE AREA</b>			
5.1	City Coverage	8.12	Subscriber's Antenna
5.2	Annexed Areas	8.13	Outages
5.3	Extension of System	8.14	Program Guide
5.4		8.15	Channel Guide
5.5		8.16	Institutional Services
5.6		8.17	Sales and Services Prohibited
5.7		8.18	Respondeat Superior
<b>SYSTEM DESIGN</b>			
6.1	System Design	<b>SUBSCRIBER PROTECTIONS</b>	
6.2	Interactive Two-Way Services	9.1	Availability and Continuity of Service
6.3	FM Radio Services	9.2	Rental Properties
6.4	Television Services	9.3	Subscriber Agreements
6.5	Interconnection Services	9.4	Local Office Services
6.6	Subcommunity Services	9.5	Subscriber Hotline Services
6.7	Narrowcasting Services	9.6	Subscriber Complaint Procedures
6.8	Basic Services	9.7	Subscriber Privacy
6.9	Local Community Programming Services	<b>MISCELLANEOUS PROVISIONS</b>	
6.10	Local Origination Services	10.1	Failure to Enforce
6.11	Leased Services	10.2	Security Deposit
6.12	Pay Television Services	10.3	Faithful Performance Bond
6.13	Emergency Power and Overide	10.4	Liability and Indemnification
6.14	Incorporation of Application	10.5	No Recourse
6.15	Updating	10.6	Severability
7.1	STANDARDS		
	Performance Standards		

**DUBUQUE CABLE SERVICES  
DELIVERY FRANCHISE  
SHORT TITLE  
INTENT**

**Sec. 1. Short Title.**

This ordinance shall be known as the Dubuque Cable Services Franchise, and may be so cited.

**Sec. 2 Intent.**

The purpose of the Dubuque City Council in this ordinance is to grant to the cable corporation hereafter identified, this franchise to operate a cable services delivery system in the public interest, to define the terms of the contractual relationship between that corporation and the Council, and to provide day-to-day regulation of the cable services delivery system by the Council or its designated agents, throughout the period of this contract

**DEFINITIONS**

**Sec. 3.1 Definitions.**

For the purpose of this franchise, the following words, terms, phrases, and their derivatives shall have the meaning given herein. 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, words in the singular number include the plural number, and words in the masculine gender include the feminine gender. The word "shall" is always mandatory and not merely directory. The word "may" is permissive.

**3.2 BASIC SUBSCRIBER SERVICE** means the aggregate of the following:

- a. The retransmission of all broadcast television signals viewed off the air within the City as provided for herein,
- b. the retransmission of any distant broadcast television signal provided for herein,
- c. the transmission of all community programming, local origination, and leased channels,
- d. the retransmission of cultural-educational television signals as provided for herein,
- e. the transmission of syndicated and satellite programming as provided for herein,
- f. the retransmission of a full spectrum of FM radio signals as provided for herein,
- g. the transmission of digital signals as provided for herein, and

h. any other programming or services provided for herein or agreed upon by the Grantor and Grantee.

**3.3 CABLE SERVICES DELIVERY SYSTEM, CABLE SYSTEM**, means a separate and distinct, non-broadcast system of antennas, cables, amplifiers, towers, microwave links, waveguides, laser beams, satellites, or any other transmission paths and associated signal generation, reception and control equipment, and conductors, ducts, conduits, converters, terminals, vaults, manholes, facilities, appliances, attachments, designed and constructed and necessary for the purpose of producing, receiving, amplifying, storing, processing and distributing audio, video, digital, or other forms of electronic or electrical signals to subscribers within the City of Dubuque.

**3.4 CHANNEL** means a frequency band within which a video, audio or digital signal or some combination of such is delivered by cable to and from a subscriber terminal.

**3.5 CITY** means the municipal corporation of Dubuque, Iowa, its officers and employees, and all the territory within its present future corporate limits.

**3.6 CITY COUNCIL** means the principal governmental body of the City of Dubuque, Iowa, its officers, or a representative person or entity as may be designated to act on its behalf.

**3.7 CITY MANAGER** means the chief administrative officer of the City of Dubuque, Iowa, or a designated representative.

**3.8 CLASS I TELEVISION CHANNEL** means a signaling path provided by the Grantee in its cable system to relay to the subscriber terminal a television broadcast signal or program which is broadcast by a licensed television station, whether received from such station off the air, by microwave, by satellite, by direct connection, or by other means.

**3.9 CLASS I (II, III, OR IV) TELEVISION SIGNAL** means the signal passed along the channel of such class, other than community programming or local origination.

**3.10 CLASS II TELEVISION CHANNEL** means a signaling path provided by the Grantee in its cable system to deliver to the subscriber terminal a television-like signal or program which is not involved in a broadcast transmission path, which is

intended for reception by a television receiver, and which does not require the use of an auxiliary decoding device other than a channel selection device.

**3.11 CLASS III TELEVISION CHANNEL** means a signaling path provided by the Grantee in its cable system to deliver to the subscriber terminal a signal or program which requires the use of an auxiliary decoding device, other than a channel selection device, or which is intended for reception by equipment other than a television receiver.

**3.12 CLASS IV TELEVISION CHANNEL** means a signaling path authorized or provided by the Grantee to transmit a signal of any kind upstream from a subscriber terminal to another point in the cable system.

**3.13 COMMUNITY PROGRAMMING** means programming

- a. which is cablecast on a dedicated channel under the sole authority of the Grantor or its agents, and
- b. over which the Grantee neither has nor exercises content control, and
- c. which a designated local subcommunity determines content consistent with or in furtherance of its professional goals, or
- d. which is originated or produced by members of the local general public or a local subcommunity.

**3.14 COMMUNITY PROGRAMMING AGENT** means the person or entity designated by the City Council to act on local community programming matters.

**3.15 CONNECTION or RECONNECTION** means the aggregate of and nothing less than the following:

- a. prior notice to the subscriber in clear and understandable language of all available, applicable connection, reconnection and cost options,
- b. the Grantee's internal business procedures relating to all the subscriber's accounts,
- c. the activation of drop cable(s) already installed to the subscriber's premises, for all services being subscribed to, and
- d. the delivery and attachment by the Grantee of the appropriate subscriber equipment.

**3.16 DEDICATED CHANNEL OR LOOP** means a channel or loop constructed and reserved solely for the use of the assigned user.

**3.17 DISCONNECTION** means one (1) or two (2) or all of the following:

- a. the Grantee's internal business procedures relating to all the subscriber's accounts,
- b. the deactivation, but not removal, of drop(s) to the subscriber's premises,
- c. the installation and attachment of outlets within the subscriber's premises with up to twenty feet (20') of extension cable from each outlet, and
- d. connection.

c. the removal by the Grantee of Grantee owned subscriber terminal equipment.

**3.18 DUAL PLANT** means a plant composed of two trunk cables throughout the system. One cable is referred to as the "A" cable, and the other is referred to as the "B" cable.

**3.19 FCC** means the Federal Communications Commission, or a designated representative, or a Congressionally designated successor agency or entity in cable communication matters.

**3.20 FEE** means the charge fixed pursuant to the provisions of this franchise for the use of the public streets and ways for a cable system, and for the Grantor's regulating such a cable system in the public interest, but excluding any tax or fee required by any other law or regulation.

**3.21 GRANTEE** means the parent corporation and its local subsidiary corporation to which a franchise is granted for the construction, operation, maintenance, updating and reconstruction of a cable services delivery system in the City of Dubuque, Iowa.

**3.22 GRANTOR** Means the City Council of the City of Dubuque, Iowa, which grants this franchise, or its duly authorized agent, with respect to all aspects of the cable services delivery system operated by the Grantee within the territory of this franchise.

**3.23 GROSS REVENUES** means any and all compensation, in whatever form, exchange, or otherwise, derived from all cable services within the service area of this franchise, including, but not limited to, revenues from subscriber rates, pay services, leased channels, advertising, installations, connection charges; provided however, it does not include any tax or service furnished by the Grantee imposed directly on any subscriber or user by a local, state or federal governmental unit and collected by the Grantor for such entity.

**3.24 INSTALLATION, SUBSCRIBER,** means the aggregate of the following:

- a. prior notice to the subscriber in clear and understandable language of all available, applicable installation, connection, reconnection and cost options,
- b. the laying or hanging of drop(s) from the feeder cable to the subscriber's premises for all services being subscribed to,
- c. the installation and attachment of outlets within the subscriber's premises with up to twenty feet (20') of extension cable from each outlet, and
- d. connection.

The maintenance, repair, or updating of any of the equipment referred to in this subsection shall not constitute installation.

3.25 INTERCONNECTION means any link between the cable services delivery system within the City and any cable system or part thereof located outside the corporate limits of the City, whether for one or more channels or services, whether by direct link, microwave, satellite, or other means, or whether coming into or going out from the Dubuque system.

3.26 LEASED CHANNEL means any dedicated channel, or portion thereof, which the Grantee makes available for lease on fair and non-discriminatory basis to any member of the general public.

3.27 LOCAL ORIGINATION means local programming originated or produced by the local cable operator, or for the production of which the local cable operator is primarily responsible, utilizing local events and concerns more than fifty percent (50%) of the time, which includes showing local events, programs of high, intense local interest, or reports dealing with current local events, weather, and business affairs.

3.28 LOOP means a smaller cable system within the system serving the entire service area, which permits selective distribution of specialized communications channels.

3.29 MONITORING means observing, whether by visual or electronic means, a one-way communications signal, or the absence of a signal, where the observer is neither the subscriber nor the programmer, for any purpose whatsoever.

3.30 OUTAGE means any failure of a signal or service, due or promised, to be transmitted to a subscriber's terminal.

3.31 PAY TELEVISION SERVICE means the delivery to subscribers willing to receive and pay for such, over the cable services delivery system, of television signals at a separate rate or a per view, per channel, per tier, or other subscription basis.

3.32 RATE means the charge to a subscriber for a service available on the cable services delivery system, including all charges of whatever nature related to such a service, whether a deposit, installation, delivery, equipment related, interest, disconnect, penalty, repair, maintenance, or other charges.

3.33 REGULATORY AGENT, LOCAL means the official, employee, board, commission, person, entity, or

any combination thereof, authorized by the Grantor herein or hereafter to act for the Grantor, entrusted with the power, authority, and responsibility to interpret the terms of this franchise and their applicability, to govern, control, promote, protect, foster, prohibit, restrain, limit, admonish the Grantee, to protect the interests of the public and the City, and to adopt measures related thereto.

3.34 STATE OF THE ART means a product, component, capacity, or capability representing the latest technological advances for that product, component, capacity, or capability in the cable services industry, and reaching the highest quality and performance levels as measured by the best such product, component, capacity or capability then in production and available for use in cable services or telecommunication.

3.35 STREET means the surface of and the space above and below any public street, road, highway, freeway, land, path, public way or place, alley, court, sidewalk, boulevard, parkway, drive or other easement now or hereafter held by the City for the purpose of public travel, and includes such other easements or rights-of-way as shall be now or hereafter held by the City which, within their proper use and meaning, entitle the City to use thereof for a utility.

3.36 SUBCOMMUNITY means a group of representative, professionally qualified persons within the City, but not necessarily in spatial proximity, who share a basic professional interest which serves a public need.

3.37 SUBSCRIBER means any person, corporation, or entity who agrees to receive a service provided by the Grantee by means of or in connection with the cable services delivery system.

3.38 SUBSCRIBER, COMMERCIAL, means a subscriber who agrees to receive a cable service in a place of business, where the service may be used in connection with a business, trade or profession.

3.39 SUBSCRIBER, EDUCATIONAL, means a subscriber who agrees to receive a cable service in a public school, non-public school, or college for use consistent with the educational mission of the institution, but excluding service to residential quarters.

3.40 SUBSCRIBER, INSTITUTIONAL, means a subscriber who agrees to receive a cable service in a facility with multiple residential quarters, who receives a single periodic

statement from the grantee and who, in turn, may charge individual residents or users for the cable services in their individual areas.

3.41 SUBSCRIBER, RESIDENTIAL, MULTIPLE means a subscriber who agrees to receive a cable service in a dwelling unit which shares a common roof and wall with another dwelling unit.

3.42 SUBSCRIBER, RESIDENTIAL, SINGLE, means a subscriber who agrees to receive a cable service in an individual dwelling unit standing alone and designed for a single family.

3.43 SYNDICATED PROGRAM means any program sold, leased, licensed, distributed, or offered to a television station licensee or cable operator in more than one community within the United States for non-interconnected (i.e., non-network) broadcast or cablecast exhibition.

3.44 TAPPING means observing, whether by visual or electronic means, a two-way communications signal exchange, where the observer is neither of the communicating parties, for any purpose whatsoever.

3.45 TERMINATE means to end, and includes expiration, rescission, and revocation.

3.46 UPDATE, a step beyond operation and maintenance, means making the cable system, its component parts, and the equipment used therewith conform with the most recent technological advances commercially available for cable system, incorporate the most recent methods employed in telecommunications, and offer the most recently developed services for delivery.

#### FRANCHISE GRANT Sec. 4.1 Grant of Franchise.

In consideration of the mutual agreements contained herein, the City of Dubuque, Iowa, hereafter referred to as the Grantor, hereby grants to Teleprompter Corporation, organized in the state of New York, hereafter referred to as the Grantee, and the Grantee hereby accepts, a non-exclusive, revocable franchise to construct, operate, maintain, update, and reconstruct a cable services delivery system in, on, upon, along, across, over and under the streets and ways within the City of Dubuque, Iowa, and all annexations thereto, and agrees that it shall continually operate its cable system in compliance with all provisions herein.

The Grantee acknowledges that the Grantor may at any time as it deems appropriate, without prior notice to, consultation with, or compensation for the Grantee, grant such additional

cable franchises or any other telecommunications permit to any other person or corporation.

The Grantee and the Grantor mutually acknowledge that the City has already made and may in the future make grants for other utility purposes, and that the Grantor does not have the unqualified right to authorize the Grantee unencumbered use of the streets and easements. The Grantor does not warrant or represent as to any particular street or way that it has the right to authorize the Grantee to install and operate portions of its cable system within the City, and in each case, the burdens and responsibility for making such determinations and compliance with any limitations, shall rest on the Grantee.

Access to any private property, dwelling, or establishment without the express consent of any private owner is not granted to the Grantee under this franchise.

Prior to the effective date of this franchise the Grantee shall secure the necessary authorization to do business in the State of Iowa as a foreign corporation, and shall provide proof of such to the City Manager.

This franchise shall be granted, amended, extended, or renewed only by ordinance. No such ordinance shall become effective unless a public hearing shall be held on the proposed ordinance, and the ordinance shall be approved at an election. The proposed ordinance shall be submitted to the vote of the people within a reasonable time, either at the next regular City election or at a special election called for that purpose. If a majority of those voting approved the proposal, the Grantor may proceed as proposed. If the Grantee requested the grant, amendment, extension, or renewal, it shall pay the cost incurred in holding the election, including the costs of the notice, and the grant, amendment, extension or renewal shall not be finally effective until an acceptance in writing has been filed with the City Manager and payment of all costs has been made, provided such shall occur within thirty (30) days after the election.

The Grantor and Grantee acknowledge and agree that no one is a third party beneficiary of this contract.

The grant of this franchise to Teleprompter Corporation shall include a change in control, merger with, and transfer of the franchise to a subsidiary of Westinghouse Broadcasting Corporation, as submitted for approval to the Federal Communications Commiss-

sion by Teleprompter Corporation as Exhibit B-6 to FCC Form 327, dated 7 November, 1980, provided such transactions are approved by the FCC and are completed by 1 April 1983. Public trading of the stock of Westinghouse Electric Corporation shall not be deemed to be subject to provisions of this franchise.

#### Sec. 4.2. Accord.

The franchise granted herein shall be the entire agreement between the Grantor and Grantee, and shall be in lieu of any and all other grants, rights, privileges, powers, claims, immunities, and authorities owned, possessed, controlled, or exercisable by the Grantee or any parent, affiliate, or successor pertaining to the construction, operation, maintenance, updating, or reconstruction of a cable system within the City. The acceptance of this franchise shall operate, as between the Grantee and the Grantor, as a release and abandonment of any and all such grants, rights, privileges, powers, claims, immunities, and authorities within the City.

#### Sec. 4.3. Assurance of Service.

By acceptance of this contract, the Grantee shall assume all legal, delegated, contracted and unreserved responsibility

a. for construction, maintenance, operating, and updating of a cable services delivery system,

b. for continuous and uninterrupted delivery of cable services,

c. for compliance with all standards, regulations, and procedures, and

d. for all liabilities, penalties, and sanctions, as may be required herein or by the laws and regulations of federal, state, and local governments.

#### Sec. 4.4. Non-transferability of Franchise

This franchise shall be a privilege to be held for the benefit of the public by the Grantee. This franchise shall not in any event be transferred, assigned, sold, leased, or disposed of in whole or part, either by forced or voluntary sale, merger, acquisition, consolidation, mortgage, trust, receivership, or any other means, nor shall title thereto, either legal or equitable, or any right, interest, or property therein, pass to or vest in any person except the Grantee without the prior approval at an election and the prior consent of the Grantor expressed by a Council resolution and then only under such conditions as the Grantor may establish. Every such transfer shall make this franchise subject to revocation unless and until the Grantor shall elect to consent thereto. The approval of one transfer shall not render unnecessary

the approval of any subsequent transfer.

A mortgage or pledge of the cable system equipment or any part thereof, or a leasing by the Grantee from another person of equipment or parts for the cable services delivery system, for financing purposes or otherwise shall be made only with prior approval of the Grantor and shall be subject and subordinate to the rights of the Grantor under this ordinance as applicable by law. The Grantor shall not unreasonably withhold approval.

Notwithstanding the foregoing, the Grantee may mortgage, pledge, and lease portions of its Dubuque cable system provided that the aggregate amount of the value of such indentures shall not at any time exceed the lesser of one hundred thousand dollars (\$100,000.00) in constant dollars as measured in October 1981.

The Grantor reserves the right to review the purchase price of any transfer or assignment of the cable system, and any transferee or assignee to this franchise expressly agrees that any negotiated sale value which the Grantor deems unreasonable shall not be considered in the rate base for any subsequent request for rate increase.

#### Sec. 4.5. Change in Control.

The Grantor shall grant this franchise to Teleprompter Corporation only as organized, owned, operated, and controlled on the effective date of this franchise and herein acknowledged. Prior notice to and consent of the Grantor shall be required for any change in the interest or control of the Grantee. The Grantee shall notify the Grantor with full identifying particulars of any actual or proposed change in, transfer of, or acquisition by any other party of ownership, operation, or control of Grantee. Every such change shall make this franchise subject to revocation unless and until the Grantor shall have consented thereto.

The Grantor may inquire into the qualifications, policies, or any other material concerns of any party seeking ownership, operation, or control of the Grantee, and the Grantee shall assist the Grantor in any reasonable inquiry by promptly responding with the requested information. If the Grantor does not act by resolution to deny or to investigate a proposed change within ninety (90) days after receiving notice thereof and the filing of a petition requesting the Grantor's consent, the Grantor shall be deemed to have consented. If the Grantor adopts a resolution denying its consent and any change with respect to which the consent of the Grantor is required has

been affected, the Grantor may revoke this franchise unless control of the Grantee is immediately restored to its status prior to the change.

Bankruptcy proceeding, including proceedings under Chapter 11 of the Bankruptcy Code (P.L. 95-958; 11 U.S.C. 11), foreclosure, judicial sale, or a judicially ordered change in interest in or control of the Grantee shall be treated as a change, and the provisions of this section shall apply.

For the purpose of this subsection, the term "control" is not limited to majority stock ownership, but includes actual working control in whatever manner exerciseable, or the acquisition or accumulation by any person or group of persons of ten percent (10%) of the voting shares of the Grantee.

#### Sec. 4.6. Duration of Franchise.

The term of this franchise, and all rights, privileges, obligations, and restrictions pertaining thereto, shall be twenty (20) years from the effective date of the franchise, unless by prior revocation or termination. The effective date shall be 1 October 1981, and the term shall run until 30 September 2001.

#### Section 4.7. Extension or Renewal.

The Grantee and the Grantor agree that this franchise shall not entail any extension or renewal thereof. Nothing in this franchise, or arising as a result of any relations or dealing thereof, shall be construed to require an extension or renewal, nor shall anything in this franchise, nor any right, privilege, interest, or claim arising therefrom be construed to give the Grantee any claim, interest, or right to expect, demand, or sue for an extension or renewal. If the Grantor elects to consider an extension or renewal, such shall be on the terms and conditions which the Grantor deems in the best interest of the community of Dubuque, and the Grantor may require such showings or proceedings as it deems appropriate.

If the Grantor elects to consider an extension or renewal, the Grantee shall file an application for a definite term, and such filing shall be made no sooner than thirty (30) months, and no later than twelve (12) months, before the expiration date of this franchise. After giving notice, the Grantor shall review the Grantee's performance of its obligations under this franchise, including, but not limited to, technological developments, maintenance, updating programming, services, rates, charges, fees, profits, outages, the number and nature of subscriber complaints, and the pattern of the Grantee's responses

to outages and complaints. The Grantor shall evaluate the Grantee's renewal proposals for new construction, activations and services, updating, fees, rates, and any relevant matter. The Grantor shall weigh the advantages of a new Request for Proposals and of rejecting any application for extension or renewal.

#### Section 4.8. Amendment.

The Grantor or the Grantee may request an amendment to this franchise

a. to take advantage of advancements in telecommunication technology or methods which shall result in serving Dubuque subscribers more effectively, efficiently, and economically, or

b. to serve the public interest, or

c. to incorporate or reverse a waiver granted or denied by the Grantor, or

d. to change a provision for the better by removing or correcting a fault, or

e. to conform with changed federal or state law or regulation.

The period of this franchise shall be extended or renewed only in an extension or renewal, subject to such provisions as are provided elsewhere herein. Nothing in this franchise, or arising as a result of any relations or dealings thereof, shall be construed to require an amendment be granted by the Grantor, nor shall anything in this franchise, nor any right, privilege, interest, or claim arising therefrom be construed to give the Grantee any claim, interest, or right to expect, demand, or sue for an amendment.

#### Sec. 4.9. Waivers

On petition by the Grantee, the Grantor or its agent, a subscriber, or any interested party, the Grantor may waive any provision of this franchise, impose reasonably justifiable additional or different requirements, or issue a ruling on a complaint or disputed question arising out of this franchise, or issue a directive requiring the Grantee to show cause why it should not cease and desist from violating a provision of this franchise or from conduct adverse to the public interest, or initiate a revocation proceeding against the Grantee for violations of this franchise.

The petition shall

a. be submitted in writing to the Grantor at a scheduled public meeting of the City Council,

b. state the relief sought,

c. state fully and precisely all pertinent facts and considerations relied on to demonstrate the need for the relief sought,

d. demonstrate that the relief would serve the public interest,

e. support all factual allegations by affidavit of a person or persons with actual knowledge of the facts,

f. have exhibits verified by the person who prepared them,

g. be accompanied by a certificate of service on the Grantee, any other party residing in the City, other than subscribers, who may be directly affected by the relief requested should the petition be granted,

h. within ten (10) days after the filing, be published by the petitioner at least twice in a newspaper published and having general circulation in the City.

A petition for a ruling on a complaint or disputed question arising out of this franchise shall set forth all steps taken by the parties to resolve the problem, except where the only relief sought is a clarification or interpretation of this franchise.

Comments or oppositions to a petition may be filed by any interested party. The comments or oppositions shall

a. be filed with the City Clerk within thirty (30) days after the petition has been filed,

b. contain a detailed full showing, supported by affidavit, of any facts or considerations relied on, and

c. be accompanied by a certificate of service on the petitioner and on all listed in the petitioner's certificate of service.

The petitioner may submit a reply to the comments or oppositions within twenty (20) days after their submission. The petitioner's reply shall contain a detailed full showing, supported by affidavits of any additional facts or considerations relied on, and shall be served on all persons who have filed pleadings.

The Grantor, after consideration of the pleadings, may specify other procedures, as it deems appropriate, to aid in its deliberations of the petition. Without undue delay, the Grantor shall determine whether the public interest would be served by the grant, in whole or in part, or denial of the request.

#### Sec. 4.10. Rescission

The contractual duties arising from this franchise may be discharged by a mutual agreement between the Grantor and Grantee. Such rescission shall include the surrender of all rights, interests, or claims granted to the Grantee herein or arising therefrom, the payment of such consideration to the Grantor by the Grantee as the Grantor deems appropriate for the

resulting loss of services and public inconvenience, and shall be conditioned on the Grantee's temporary continuation of cable services as determined by the Grantor.

#### Sec. 4.11. Revocation.

In addition to all other rights and powers reserved or permitted to the City, the Grantor reserves as a separate and distinct remedy the right to revoke this franchise and all rights and privileges hereunder, in the event that:

a. the Grantee, by act or omission, violated any material term or condition of this contract, or

b. the Grantee violates a provision of this contract for which revocation is provided as a sanction, or

c. the Grantee fails to begin or complete construction as provided herein or as incorporated herein, or

d. the Grantee becomes insolvent, unable or unwilling to pay its debts, including those owed to the City; or invokes proceedings under Chapter 11 of the Bankruptcy Code (P.L. 95-958; 11 U.S.C. 11), is adjudged a bankrupt, or all or part of the Grantee's facilities should be sold under an instrument to secure a debt and are not redeemed by the Grantee within thirty (30) days from such sale, or

e. the Grantee fails to restore service following forty-eight (48) consecutive hours of interrupted service, except when prior approval of such interruptions is obtained from the Grantor, or

f. the Grantee attempts to or does practice any fraud or deceit in its conduct or relations with the Grantor or subscribers in relation to or under this contract.

The Grantor may, but shall not be required to, issue or cause to be issued, an injunction to procure compliance, especially for repeated violations or non-compliance. Failure of the Grantee to comply with such injunction or to act contrary to such, shall also be grounds for revocation.

The Grantee shall promptly reimburse the Grantor for all expenses incurred for revocation notices, proceedings, and legal fees.

Prior to revocation, the Grantor shall give the Grantee sixty (60) days notice of the particular grounds upon which the Grantor relies. If, at the end of the sixty (60) day period, the Grantee has not cured the defect complained of and met all adjustments, rebates, or penalties applicable, the Grantor may enact an ordinance repealing and revoking this franchise. Such ordinance shall not require voter approval.

Since revocation is based on non-performance by the Grantee, the Grantor shall not be held liable for any remedy in favor of the Grantee as a result of or arising from a proper revocation.

In lieu of revocation, the Grantee may, at the sole option of the Grantor, elect to sell its cable system to the City at a price acceptable to the Grantor and in accordance with other provisions herein for sale due to breach.

The Grantor and Grantee agree that an act occasioned exclusively by violence of nature without the interference of any human agency shall not result in revocation to the extent that the Grantee had, prior to the act, implemented all reasonable measures to protect and minimize its system from such damage, and further provided that after the act, the Grantee shall promptly repair and restore the system to the operation and quality required by this franchise.

#### Sec. 4.12. Grantor's Regulatory Responsibility.

In order to assure compliance with this franchise, to interpret the terms and applicability of this franchise, to promote quality cable services in the City of Dubuque, and to protect the public interest, the Grantor acknowledges and agrees to its obligation to provide the necessary, qualified staff or agent, and support services, as may be required by 47 C.F.R. 76.31.

#### Sec. 4.13. Protection of Grantee's Property.

The Grantor acknowledges that property, real and personal, owned or under the control of the Grantee, is entitled to all protection provided for by law for the protection of private property even if located on public land, unless otherwise specified herein. Protection extended to the Grantee's property in, on, over, or under private property depends on applicable law and any agreement between the Grantee and the private property owner. Nothing in this franchise shall be construed to assign property rights or interest in any transmission or signal passing through the air. Nothing in this ordinance shall be construed to designate "theft of service," a crime. The Grantor shall never have the obligation to test for "theft of service," nor to prosecute such.

#### Sec. 4.14. Disposition Upon Termination.

Upon termination of this franchise by virtue of expiration, or lack of extension or renewal, the Grantee:

a. shall temporarily continue to

operate the system so that no interruption of service shall occur, and

b. may sell its system to another Grantee, if any, who has been granted a franchise to operate a cable system within the service area of the City, provided the new Grantee is willing to purchase the system, and the City is willing to allow the system to be used in performance of a new franchise, or

c. may sell its system to the City, provided the City is willing to purchase the system, or

d. shall remove, at its own expense, its system from the streets and ways of the City and the private property of subscribers, within one hundred eighty (180) days after the turn-on of a new, successor system, or notice to remove from the City Manager.

Upon termination because of the Grantee's breach of this franchise, or because of revocation for breach, the Grantee:

a. shall temporarily continue to operate the system so that no interruption of service shall occur, and

b. may sell its system to another Grantee, if any, who has been granted a franchise to operate a cable system within the service area of the City, provided the new Grantee is willing to purchase the system, and the City is willing to allow the system to be used in performance of a new franchise, or

c. shall sell its system to the Grantor, provided the Grantor is willing to purchase the system, and further provided that the purchase price shall be no more than ninety percent (90%) of the fair market value of the system, or such lesser amount as the parties may agree upon, or

d. shall remove, at its own expense, its system from the streets and ways of the City and the private property of subscribers within one hundred eighty (180) days after the effective date of the revocation or termination, and shall forfeit the full value of its faithful performance bond, provided the Grantor is willing to allow removal and accept forfeiture of the performance bond.

#### Sec. 4.15. Removal of System.

In addition to requirements for removal of the cable system provided herein upon termination or revocation, the Grantee shall promptly, within one hundred eighty (180) days, remove its system from public and subscriber private property if the Grantee fails or ceases to operate its system for a continuous period of ninety (90) days. No notice or revocation proceedings shall be required for this provision to become effective.

If the Grantee fails to remove all its properties from public and subscriber private property within the one hundred eighty (180) days removal period, the Grantee shall forfeit its faithful performance bond, and the City Manager may declare all such property of the Grantee abandoned, and all such property shall become the property of the City, and the Grantee further agrees to execute and deliver an instrument in writing transferring its ownership interest in any such property to the City.

**Sec. 4.16. Time of the Essence.**

Whenever this contract shall set forth any time for any action to be performed by or in behalf of the Grantee, such time shall be deemed of the essence, and any failure of the Grantee to perform within the time allotted, unless otherwise agreed to by the Grantor or provided for herein, shall be sufficient grounds for the Grantor to proceed to the revocation procedure of this contract.

**Sec. 4.17. Deregulation.**

If any federal or state power, authority, or jurisdiction over the cable services delivery system is deregulated, withdrawn, or reduced, the Grantor shall have the option to exercise such power, authority, or jurisdiction over the Grantee to the extent such was exercisable at the time this franchise became effective.

If, at any time, the powers, rights, or duties of the Grantor or any agent or official of the City are transferred by law to any other board, authority, agent or official, then such other entity shall have the powers, rights, and duties previously vested under this franchise in the Grantor.

**Sec. 4.18. Right of Intervention.**

The Grantor shall have the right of intervention in any suit or judicial or regulatory proceeding to which the Grantee is a party and which may affect the rights of the Grantor. The Grantee shall not oppose such intervention by the Grantor.

**Sec. 4.19. Jurisdiction.**

In the case of any dispute between the Grantee and Grantor arising from this contract, the Grantee and the Grantor agree that the laws of the State of Iowa shall apply in construing this contract, and to that end the federal courts of Iowa and the state courts of Iowa shall have exclusive jurisdiction.

In the event of any litigation by the Grantee against the Grantor, its officers, agents, or employees, the Grantee agrees that it shall pay the City reasonable attorney fees and administrative costs in the event the Grantee

does not prevail in such litigation.

**Sec. 4.20. Contract Validity.**

The Grantor and Grantee acknowledge and agree that this franchise is both a grant to operate a cable system in the City of Dubuque, Iowa, as required by statute and a mutually bargained and negotiated contract acceptable to both parties. The Grantor and Grantee further agree that in the event the City's obligation or right to regulate under its statutory franchising authority is diminished or curtailed, the provisions of this contract shall remain in full force and binding on both parties.

City of Dubuque Teleprompter Corporation

**SERVICE AREA**

**Sec. 5.1. City Coverage.**

The Grantee shall design, construct, operate, maintain, update, and reconstruct its cable services delivery system in such a manner as to pass by and provide adequate tap-off facilities to deliver quality services for every single-family dwelling, multiple-family dwelling, institution, agency, school, government facility, and business establishment within the corporate limits of the City of Dubuque, Iowa.

At its option, the Grantor reserves the right to require the Grantee to extend its cable system to every residence, building, or location within the City or an annexed area, which receives or will receive a utility service or a service considered essential to the public interest.

The Grantee shall use the term "Dubuque" in the title of its system operated in the City, and shall not use nor permit the use of the term "Dubuque" in respect to any other cable system, cable coverage area, report, or accounting, except as provided for herein. Any prior use of the term "Dubuque" inconsistent with this provision shall be curtailed and corrected by the Grantee prior to the effective date of this franchise.

**Sec. 5.2. Annexed Area.**

In any area subsequently annexed by the City within one (1) year after the effective date of such annexation, the Grantee shall extend its cable services delivery system in such a manner as to pass by and provide adequate tap-off facilities to deliver quality services for every school and government facility located in the area, for every residential and institutional subscriber where the average potential subscriber density is at least thirty (30) potential subscribers per linear mile of feeder cable, and for every residential dwelling unit within two hundred feet (200')

of any existing portion of the cable system.

Within three (3) years after the effective date of such annexation, the Grantee shall extend its cable services delivery system so as to provide service to all units in the annexed area in the same manner as similarly classed units are being served within the original service area. Nothing in this section shall be construed to prohibit the Grantee from extending service to all units in an annexed area at an earlier date.

**Sec. 5.3. Extension of System.**

The Grantee shall not extend any portion of the Dubuque cable services delivery system to any area outside the corporate limits of the City without the prior, express approval of the Grantor. Before the Grantor may approve a request for such an extension, the Grantee shall demonstrate that the proposed extension:

- a. shall not at any time interfere with or degrade any service, degrade any quality, nor reduce any coverage within the Dubuque cable services system,
- b. shall reduce the costs attributable to the Dubuque system, and
- c. shall not jeopardize or violate subscriber security.

**SYSTEM DESIGN**

**Sec. 6.1. System Design.**

The Grantee shall construct within the corporate limits of the City, a separate and distinct stand-alone, cable services delivery system with a capacity of at least seven hundred (700) megahertz totally capable of passing downstream and upstream video, audio, and digital signals. The system shall be designed and operated to deliver highest quality cable signals and services to all subscribers wherever situated in the service area.

The particular service capacities to be included in the design, the schedule for activations, and the standards for construction and performance are described hereafter, except that such provisions do not state the entire requirement.

The Grantee shall operate its system so that the video channels are transmitted in standard six (6) megahertz television channel assignments, within plus or minus ten (+/-10) kilohertz, so that television receivers in general use with built-in converters are able to receive the Grantee's signals without using additional converters, provided however that the Grantee may use other standard assignments which render such built-in converters inoperatives if the Grantee provides without charge regular converters for such affected receivers.

**Sec. 6.2. Interactive Two-way Services.**

The Grantee shall design and operate the cable services delivery system to provide operational interactive two-way services as an integral part of the system. Two-way services shall consist of, but are not limited to:

- a. home services, such as fire detection, intrusion alarm, medical alert, and others,
- b. community services, such as utility meter reading, energy conservation, traffic control, and others,
- c. video return from educational, governmental, cultural, and recreational facilities, and others,
- d. subscriber response to video, audio, or digital downstream inquiries,
- e. addressable data, programming, services, and others, and
- f. emergency override and alert warning system.

The Grantor reserves the right, as an update function, to require the Grantee to make available specific two-way services at reasonable rates if the Grantor believes such would be in the public interest.

If the Grantor elects, at one or more times, to enter into a two-way service with residents of the City, the Grantee shall allow such and shall cooperate with the City to initiate such service.

If a third party proposes to deliver a two-way service to cable subscribers via the cable system, and has the approval of the local regulatory agent, the Grantee shall cooperate to initiate and deliver such service. In such event, the third party and the Grantee shall provide such subscriber protection as this franchise and local regulatory agent shall require.

As a condition for initiating, offering, delivering, maintaining, or updating two-way service, the Grantee shall not require the Grantor or a subscriber to purchase any cable equipment or device other than that approved by the local regulatory agent.

The Grantee shall not require that a computer or other equipment required for the operation of a two-way service be located on its property.

The Grantee or any third party shall not construct, operate, or repair any fire or intrusion alarm system, nor employ automatic dialers in relaying emergency calls to police or fire departments unless the Grantor shall have specifically and previously approved such operation and devices and the false alarm safeguards. The Grantor reserves the right to minimize false alarms and to levy fines, not to exceed one hundred dollars (\$100.00) per false alarm.

**INSTITUTIONAL SECURITY  
DUBUQUE CITY AND  
COUNTY FACILITIES**

Dubuque City Hall  
13th and Central Avenue  
Dubuque Law Enforcement Center  
8th and Central Avenue  
Carnegie-Stout Public Library  
11th and Bluff Street  
Dubuque County Court House  
720 Central Avenue

**DUBUQUE AREAS OF HIGHER  
EDUCATION**

Loras College  
1450 Alta Vista Street  
Clarke College  
1550 Clarke Drive  
University of Dubuque  
2050 University Avenue

Wartburg Seminary  
333 Wartburg Place  
**HUMAN SERVICES  
AND RESOURCES**

Mercy Hospital  
Mercy Drive  
Finley Hospital  
350 North Grandview Avenue

Xavier Hospital  
Davis and Windsor  
**DUBUQUE PUBLIC SCHOOLS**

Dubuque Community School  
Administration Building  
2300 Chaney Road

Senior High School  
1800 Clarke Drive  
Hempstead High School  
Pennsylvania Avenue

Audubon School  
605 Lincoln Street  
Bryant School  
1280 Rush Street

Eisenhower School  
3170 Spring Valley Road  
Franklin School  
39 Bluff Street

Fulton School  
2450 Central Avenue

At all times the Grantor reserves the right to adopt and improve whatever credit billing, fund transfer, marketing, advertising, privacy, or customer protection ordinance or regulation it deems appropriate to electronic fund transfer or marketing service. Such ordinance or regulation shall be binding on the Grantee and any third party offering or using such service.

The Grantee shall provide security services without charge to any of the following identified institutions if any such institutions shall install, at its expense, security equipment compatible with Grantee's interactive security system. However, the Grantee shall not be held liable for false alarms due to equipment not serviced nor maintained by the Grantee in such institutions.

High School Extension Program  
1500 Locust Street

Hoover School  
3259 St. Anne Drive

Irving School  
2520 Pennsylvania Avenue

Jackson School  
715 West Locust Street

Jefferson Junior High School  
1105 Althauser Street

Jones Junior High School  
1090 Alta Vista Street

Kennedy School  
2135 Woodland

Lincoln School  
1101 West Fifth Street

Marshall School  
1450 Rhomberg Avenue

Prescott School  
1249 White Street

Table Mound School  
100 Tower Drive

Washington Junior High School  
51 North Grandview Avenue

**DUBUQUE PRIVATE/  
PAROCHIAL SCHOOLS**

Wahlert High School  
2005 Kane Street

Holy Ghost School  
2981 Central Avenue

Holy Trinity School  
1703 Rhomberg Avenue

Nativity School  
1001 Alta Vista Street

Sacred Heart School  
2222 Queen Street

St. Anthony School  
2190 Rosedale

St. Columbkille's School  
1198 Rush Street

St. Joseph's School  
2105 St. Joseph

St. Mary's School  
1600 White Street

St. Patrick's School  
180 West 15th Street

Resurrection School  
4300 Asbury Road

**Sec. 6.3. FM Radio Services.**

The Grantee shall design and operate the cable services delivery system to provide the spectrum of FM radio signals as specified herein and in the Grantee's incorporated application. Within the spectrum range of eighty-eight (88) to one hundred eight (108) megahertz, the Grantee:

a. shall retransmit a minimum of twenty-four (24) FM radio broadcast signals which are clear, quality signals in the same or improved mode (mono, stereo) and fidelity as the originating broadcast signals, including, but not limited to:

1. all FM radio broadcast signals within fifteen (15) miles of Dubuque City Hall, and

2. all FM radio broadcast signals within one hundred (100) miles of Dubuque City Hall with public (educational) programming formats, and

3. to the extent such shall be available in Dubuque by direct link, off the air at the height of two hundred feet (200') on either of the Grantee's two (2) towers located in or within twelve (12) miles of the City of Dubuque with reasonable quality, or from a satellite which then provides any audio/visual programming to the Dubuque system, at least one (1) FM radio station with each of the following programming formats: beautiful music, classical, country and western, golden oldie, jazz, middle of the road, all news, progressive, talk, top-40, religious, and specialty programming, and

4. at least one access radio channel.

b. may retransmit, to the extent FM radio broadcasting is not available twenty-four (24) hours per day, between FM sign-offs and sign-ons, such available AM stereo signals as recommended by the local regulatory agent.

c. may retransmit television audio simulcasts,

d. may transmit non-broadcast audio signals, and

e. may retransmit AM radio signals, as approved by the local regulatory agent, provided such do not preempt any FM radio signal retransmission.

Any new, modified, substituted, added, or deleted programming on the FM band, shall be made only with the consent of the local regulatory agent.

**Sec. 6.4. Television Services.**

The Grantee shall design and operate the cable services delivery system to provide Class I, II, III, and IV television channels and signals from separate sources to be delivered simultaneously upstream and downstream to all subscribers.

**Sec. 6.5. Interconnection Services.**

The Grantee may provide interconnection facilities to interconnect the Dubuque cable services delivery system with another cable services system only with the express prior approval of the Grantor. Before the Grantor may approve a request for an interconnection, the Grantee shall:

a. demonstrate that the proposed interconnection shall not at any time interfere with or degrade any service or quality within the Dubuque cable services system;

b. demonstrate that the proposed interconnection shall add to the services or quality within the Dubuque cable system, or shall reduce the costs attributable to the Dubuque system,

c. assure that the proposed interconnection shall not jeopardize or violate subscriber security, and

d. present to the Grantor detailed cost and cost sharing projections for the interconnection.

The Grantor may direct the Grantee to effect an interconnection, if in the opinion of the Grantor such is technically and economically feasible after reviewing pertinent data. If the Grantor directs the Grantee to interconnect, the Grantee shall not hinder the progress of such interconnection.

The Grantee shall retransmit on its cable system one (1) channel of audio-visual programming originating from the University of Iowa, provided such programming is made available at the capital expense of a person or entity other than the Grantee, at the Grantee's headend or at the height of two hundred feet (200') at either of the Grantee's two (2) towers located in or within twelve (12) miles of the City of Dubuque, and further provided the local regulatory agent requests the Grantee to carry such programming. If such programming is cablecast in the preceding manner, the Grantee shall thereafter be financially responsible for the cost of maintaining the means of delivering such programming.

**Sec. 6.6 Subcommunity Services.**

The Grantee shall design and operate the cable services delivery system to provide the isolation of interest sub-communities, on discrete channels or loops, minimally the educational, human services, and local government subcommunities. The Grantor may direct, and the Grantee may propose, that additional subcommunities be isolated at later dates.

The equipment necessary to provide such discrete channels or loops and to pass upstream signals, including, but not limited to, modulators and demodulators at each location, shall be the responsibility of the Grantee.

The Grantee shall design and operate the cable services delivery system with the facilities and capacities for remote origination from selected points throughout the system, particularly points which serve the identified sub-communities and as shall be approved by the local regulatory agent.

**Sec. 6.7 Narrowcasting Services.**

While commercial and public broadcasting and pay television are usually designed to appeal to the mass or broad based audiences, narrowcasting uniquely serves the public interest by appealing to a small or narrow segment of the subscriber population. The Grantee shall operate the cable services

delivery system to provide, exclusive of any local community programming, at least twenty percent (20%) of its active television programming in the narrow-casting category.

Sec. 6.8. Basic Services.

The Grantee shall design and operate the cable services delivery system to provide basic subscriber services as hereafter specified. Basic services initially shall provide, unless otherwise provided for herein, no less than thirty (30) activated video channels and the specified spectrum of FM radio services. Exclusive of the community programming channels, the basic services shall have at least four (4) video channels with twenty-four (24) hours daily of non-repeated programming, and an additional minimum of sixteen (16) channels with no less than eighteen (18) hours daily of programming each. If the programming required for basic channels is insufficient to meet the number of daily hours requirement, first preference for filler programming should be for programming similar to that required for the channel, second priority for a classification of programming not included in the required channels, and third priority for specialty programming. Basic services shall offer the following:

a. all Class I television signals from stations located within the service area of this franchise,

b. the Iowa state educational-cultural broadcast signal,

c. the local government community programming channel,

d. the specified spectrum of FM radio signals, as described in "FM Radio Services" of this franchise,

e. any other non-encoded television broadcast signal originating from within the service area of this franchise, as the local regulatory agent may request commensurate with available unprogrammed capacity,

f. all television broadcast signals significantly viewed in the service area of this franchise, and not otherwise deleted by the local regulatory agent,

g. all educational-cultural television signals from stations within one hundred (100) miles of Dubuque City Hall, subject to available unprogrammed capacity, signal strength no less than minus twenty (-20) dbmv at the height of two hundred feet (200') on one of Grantee's towers located in or within twelve (12) miles of the City of Dubuque, and the request of the local regulatory agent,

h. a composite channel for each market area within one hundred (100) miles of Dubuque City Hall, of broadcast television signals not otherwise

required in basic services,

i. at least four (4) independent television broadcast signals when available, delivered by satellite, in their entirety, from diverse regions of the United States,

j. at least one (1) channel of national government programming, and when available, two (2) such channels,

k. at least two (2) channels of syndicated cultural programming,

l. at least one (1) channel of syndicated children's programming,

m. at least one (1) channel of syndicated senior citizens' programming,

n. at least two (2) channels of syndicated sports programming,

o. at least two (2) channels of syndicated news programming,

p. at least one (1) channel of financial and business news programming,

q. at least one (1) channel of local news and weather,

r. at least two (2) channels, or composite channels, of syndicated religious programming reflecting the interest of the local community,

s. at least one (1) channel of movies,

t. all other community programming channels activated,

u. all local origination channels activated,

v. all leased channels activated, unless exempt by the local regulatory agent,

w. when available, at least one (1) channel of Iowa oriented programming,

x. additional channels, with first preference for programming not significantly included in other basic channels, second priority for programming on the locality of the service area of this franchise, and third priority for programming newly available.

Each program requirement listed in subparagraphs a. through x. of this subsection, shall be separate and distinct channel requirements and shall not be combined or composited into fewer channels, and at least four (4) of such channels shall be in the alphanumeric format. In the event any program, signal, or service required in basic services, or at any time offered in basic services, shall become unavailable, the Grantee, at its expense and with the prior approval of the local regulatory agent, shall provide an acceptable replacement as part of basic services.

The total number of activated channels of programming offered in basic services shall be increased throughout the life of this contract to reach at least the following minimums:

a. during years one (1) to five (5),

October 1981 through September 1986, thirty (30) channels of programming;

b. during years six (6) to ten (10), October 1986 through September 1991, forty-seven (47) channels of programming, and

c. from years eleven (11), and thereafter, commencing October 1991, at least sixty (60) channels of programming. If a federal regulatory agency shall require that specific frequencies not be used for the transmission of cable signals, and such shall be mandatory for the Dubuque cable system, and such shall effectively displace the audio/visual use of a 6 MHz band, then (a) the first, third and fifth bands of six (6) MHz bands so displaced shall be deducted from basic service requirements of this paragraph provided that such are needed for pay television services, and (b) the second, fourth and sixth bands of six (6) MHz bands so displaced shall be deducted from channel capacities used for pay television services. If more than six (6) such bands are displaced, then the same alternating sequence shall be used for distribution of such additional lost capacity.

Nothing in this subsection shall be construed to limit the Grantee's offering more than the minimum number of channels in basic service. The local regulatory agent may request additional activated channels or specific programming as part of basic services. The growth of basic services mandated herein shall not at any time, directly or indirectly be used as justification for an increase in the rate charged for basic services.

Any new, modified, substituted, added or deleted programming or services in basic services shall be made with the approval of the local regulatory agent, except in an emergency and then the change shall be temporary for maximum period of ninety (90) days.

Except as prohibited by governmental laws and regulations, the Grantee shall provide network non-duplication protection on a simultaneous basis for a local Class I television broadcast television station located within the City Corporate limits, provided such local signal is of broadcast quality, and further provided that the Grantee requests such protection.

Sec. 6.9. Local Community Programming.

The Grantee shall design and operate the cable services delivery system to provide dedicated channels, fixed and mobile studios, and full studio and portable equipment for local community use at the location(s) as specified

by the Grantor or its community programming agent. The purpose of local community programming is to afford subcommunities and individuals of Dubuque, Iowa the opportunity to express opinions and provide information and advice via the medium of cable at minimal, if any, cost to the user. All local community programming, studios, and equipment, whether titled to the City or to the Grantee, shall be under the sole authority of the Grantor, and the Grantor assures that programming conforms to applicable law and community standards.

Notwithstanding the foregoing, the Grantee reserves the right to establish and enforce rules regarding the presentation in a community programming channel of obscenity, revolting violence, egregious profanity, and patently libelous words, writings or pictures.

Separate and distinct from the leased channel requirement provided for elsewhere herein, the Grantee shall lease to the Grantor, as may be requested by the Grantor's local community programming agent, for not more than one dollar (\$1.00) per year per channel, at least six (6) channels for local community programming. Additional channels for local community programming shall be leased to the Grantor on the same terms, upon the Grantor's or its local community programming agent's request, provided that the channels already so leased to the Grantor are being used, at the time the request is tendered, at least eighty percent (80%) of the weekday hours between 8:00 AM and 10:00 PM local time.

The dedicated channels shall include:

a. one (1) channel for the use of local government,

b. two (2) channels for the use of the educational subcommunity,

c. one (1) channel for the use of the human services subcommunity,

d. one (1) channel for the use of local religious programming reflecting local religious establishments, and

e. one (1) channel for the use of the general public,

except that one or more uses, as the Grantor's local community programming agent deems appropriate, may be combined on a lesser number of channels. In order to avoid needless hours of unused channels, local community channels shall be activated as use demands, according to the directive of the Grantor's local community programming agent.

The Grantor acknowledges its commitment to local community program-

ming, and agrees to continue its support and encouragement of such, except that facilities for religious programming shall be limited to making time and transmission services available in accordance with policies adopted for such. Unless provided for by operation of law, nothing in this franchise shall be construed to give the Grantor control over or responsibility for programming content, except in respect to local government programming.

The local regulatory agent, within policies recommended by the community programming agent, may allow on the community programming channel, fund raising or sponsorship revenues for the furtherance and support of community programming, or for charitable, educational or public projects.

#### Sec. 6.10. Local Origination Services.

The Grantee shall design and operate the cable services delivery system to provide dedicated channels and fully equipped fixed and mobile production studios for local origination programming. The purposes of local origination programming are:

- a. to provide subscribers with programming not otherwise available via cable, tailored to the particular interests and needs of the local community and subcommunities,
- b. to encourage the Grantee to generate additional revenue.

While local origination programming is under the jurisdiction of the Grantee, the programming interests and needs of subscribers shall be periodically and systematically solicited, surveyed, and considered by the Grantee in program selection. The Grantee may transmit commercial, political, and public service messages on the local origination channel and may charge rates for the commercial and political messages. Initially, the Grantee shall activate at least one (1) fully programmed local origination channel, and shall activate additional such channels at a minimum ratio of one to three (1:3) to active access channels. The rates charged and the revenues generated for local origination shall be subject to regulation designated elsewhere herein.

#### Sec. 6.11. Leased Services.

The Grantee shall design and operate the cable services delivery system to make leased channels available to subscribers who are willing and able to pay the fair and reasonable charges approved by the local regulatory agent for such. The leased channels shall be offered to lessees on a nondiscriminatory basis; the Grantee shall not refuse

to lease, nor offer any legal excuse for refusal to lease, an available channel if the lessee accepts the reasonable administrative terms, the approved rates, applicable law, and community standards for programming. No less than three (3) channels shall be made available for lease. Additional channels may be made available for lease, no less than three (3) at a time. All leased channels, unless otherwise excepted by the local regulatory agent, the total number of activated leased channels, other than those used by the Grantor for community programming, which shall be offered as part of basic services, shall be limited to the maximum of

a. six (6) megahertz during years one (1) to five (5), October 1981 through September 1986,

b. twelve (12) megahertz during years six (6) to ten (10), October 1986 through September 1991, and

c. eighteen (18) megahertz thereafter, commencing October 1991 shall be offered as part of basic services, but no leased channel shall be counted toward the minimum number of channels or programming required to be offered in basic services.

#### Sec. 6.12. Pay Television Services.

The Grantee shall offer to subscribers at least two (2) television services for additional per view, per channel, or per tier rates. Each pay television service shall offer substantially different programming choices than those available on basic or other pay television services. The policy of the Grantor is to encourage the availability of diverse pay television services, and that the rates for such services shall be applied to reduce the rates charged for basic services.

Upon subscriber request, the Grantee shall provide and install, at no cost to the subscriber a locking device which the subscriber can use at will to prevent viewing of the pay television services. If any subscriber complains to the Grantee or to the Grantor's regulatory agent that an audio, video, or digital signal of a pay television service which he neither desires nor agrees to receive is in fact being received on his television terminal, or that a pay television service interferes with a subscriber service, then, within forty-eight (48) hours of notice, the Grantee shall:

- a. correct the leakage or interference without injury to any other subscriber or service, or
- b. discontinue the pay television service until the leakage or interference shall be satisfactorily corrected, or
- c. conclude an adjustment agreement

satisfactory to the complaining subscriber.

Any new, modified, substituted, added or deleted pay services shall be made only with the consent of the local regulatory agent.

The local regulatory agent may request the addition or deletion of a pay television service.

The rates charged for a pay television service shall not exceed those approved by the Grantor.

#### Sec. 6.13. Emergency Power and Override.

The Grantee shall design, construct, and maintain the cable services delivery system to provide;

- a. an emergency power source at the headend in the City sufficient to operate the entire system,
- b. an audio override of all channels, and
- c. a channel which shall be used for emergency broadcasts of both audio and video.

The Grantee shall provide, in a location designated by the Grantor, all equipment for use of the emergency override and emergency channel. In the event of an emergency or disaster, upon the request of the City Manager, the Grantee shall make its override facilities available to the Grantor for emergency use. The Grantee shall not use the emergency override except according to regulations approved by the local regulatory agent. The Grantee shall indemnify and save the Grantor harmless from and against any and all claims arising from the Grantor's use of the emergency channel.

#### Sec. 6.14. Incorporation of Application.

The Grantee shall perform all services specifically set forth in its application to deliver cable services within the City of Dubuque, and by its acceptance of this franchise. The Grantee specifically grants and agrees that its application of 23 July 1981 is thereby incorporated by reference and made a part of this franchise, contract and ordinance. In the event of a conflict between such proposals and the provisions herein, that provision which in the opinion of the Grantor provides the greatest benefit to the Grantor or subscribers shall prevail. Failure of the Grantee to deliver cable services as promised shall be deemed a material breach and subject this contract to the revocation procedure of this franchise.

#### Sec. 6.15. Updating.

No later than each October first (1st) of each year 1986 through 1995, the Grantee shall provide for updat-

ing, two hundred thousand dollars (\$200,000.00), up to a total of two million dollars (\$2,000,000.00 during the twenty (20)-year term of this franchise.

The Grantor and Grantee shall jointly determine how to most appropriately expend such monies for updating the Dubuque cable services delivery system. Updating monies may be expended as such become available, may be advanced on account for expenditure, or may be invested for later expenditure along with all interest earned thereon. Such monies shall not be used in lieu of operational, repair, maintenance, or replacement funds or obligations.

If any updating funds remain unexpended as of 1 April 1997, such shall be distributed equally among the then basic subscribers on their statements for that month.

#### STANDARDS

##### Sec. 7.1. Performance Standards.

The Grantee shall design, construct, operate, maintain and update, the cable services delivery system in accordance with the most recently adopted technical performance standards of the Federal Communications Commission or the local regulatory agent, whichever are the more stringent. Because of the rapid technological advances occurring in telecommunications, any set of standards is quickly outdated, and because this living franchise seeks a continually updated cable system with highest quality technical performances and delivered services, the performance standards shall be regularly reviewed and updated. Annually the local regulatory agent shall review the technical performance standards, tests and measurements, and complaints pertaining to the Grantee's system. Every five (5) years the local regulatory agent shall update such standards to reflect the quality of performance being delivered in the best cable systems then operating in the United States. The updated performance standards enacted by the City Council shall be binding on the Grantee when adopted and until succeeded by yet another set of updated standards.

If updated performance standards result in costs significantly greater than those projected in the incorporated application, such excessive costs should be favorably considered by the Grantor in evaluating a rate increase requested by the Grantee or in adding services to generate additional income.

##### Sec. 7.2. Modification of Standards.

Notwithstanding that the cable system may be in compliance with all

applicable standards to resolve isolated or persistent problems of service delivery, signal quality, interference or other such problems, the Grantor may require a reasonably higher level of performance in any section of the service area or for any service. The Grantee shall comply with such a requirement.

**Sec. 7.3. Performance Measurements.**

Annually the Grantee shall conduct tests and measurements as specified herein on the performance of the cable services delivery system, and shall file one (1) copy of such reports with the Dubuque City Clerk and one (1) copy with the Grantor's regulatory agent no later than the last day of the Grantor's fiscal year.

Test procedures used in verification of the performance standards shall be in accordance with current telecommunications practice and such procedures as may be adopted by the Grantor. Any such procedures adopted by the Grantor shall be designed to reflect system performance during normal operations, shall be updated from time to time, and shall be binding on the Grantee.

To the extent that reports of tests and measurements as required by the Grantor may be combined with reports of measurements required by the Federal Communications Commission, the Grantor shall accept such combined reports, provided that all standards or measurements herein or hereafter established by the Grantor are fully satisfied.

**Sec. 7.4. Additional Tests and Measurements.**

The Grantor reserves the right to:

a. require additional tests at specific terminal locations at the expense of the Grantee if such tests, in the opinion of the Grantor's regulatory agent, is needed to verify questioned performance, and

b. conduct its own inspections of the cable system periodically and at any time.

The Grantor, its agent, or an individual may perform tests on a subscriber's premises, provided the subscriber consents and the Grantee's property is not damaged.

**Sec. 7.5. General Performance Requirements.**

The cable services delivery system must be so designed, constructed, operated, maintained, and updated as to meet the following general requirements:

a. capable of continuous twenty-four (24) hour daily operation,

b. capable of operating over an outdoor temperature range of -40 degrees Fahrenheit to +140 degrees Fahrenheit without catastrophic failure or irreversible performance changes over variations in supply voltages from 105 to 130 volts AC;

c. capable of meeting all specifications set forth herein over an outdoor temperature range of -10 degrees Fahrenheit to +100 degrees Fahrenheit over variations in supply voltages from 105 to 130 volts AC;

d. avoiding interference with reception of off the air signals by non-subscribers to the cable system;

e. complying with all applicable rules and regulations promulgated by the Federal Communications Commission;

f. assuring the delivery of all subscribers of standard color and monochrome signals on the Class I and Class II cable television channels without noticeable picture degradation or visible evidence of color distortion or other forms of interference directly attributable to the performance of the cable system.

g. precluding entry or interference of any undesirable radiation or signal into the cable system which is detectable in a subscriber's monitor.

**Sec. 7.6. Class I and II Channel Performance Requirements.**

The following requirements apply to system performance on the Class I and Class II cable television channels as measured at any subscriber terminal with a matched termination:

a. The signal level as measured at the visual carrier frequency for each cable television channel shall not be less than 1,000 microvolts across at 75 ohm terminating impedance. The aural carrier level shall be maintained between 13 and 17 decibels below its associated visual carrier level;

b. The visual carrier signal level on each television channel shall be maintained within:

1. Twelve (12) decibels above its minimum value; and

2. Three (3) decibels of the signal level of any visual carrier within six (6) megahertz nominal frequency separation; and

3. Twelve (12) decibels of the visual carrier signal level on any other cable television channel;

c. The cable system frequency response as measured at any subscriber terminal shall not vary by more than plus or minus two (+/-2) decibels over the six (6) megahertz bandwidth of any VHF television channel or corresponding portion of the FM or mid-band frequency spectrums,

d. The corrected ratio of visual signal level to system noise shall not be less than forty-two (42) decibels.

e. Cross-modulation as measured at any visual carrier frequency from the cable system input to any subscriber terminal shall not exceed minus forty eight (-48) decibels (as defined by NCTA Standard 002.0267) measured at approximately plus seventy (+70) degrees Fahrenheit.

f. The ratio of visual carrier signal level to the RMS amplitude of any coherent disturbances such as intermodulation products, system generated or induced cochannel signals or discrete frequency interfering signals shall not be less than forty-six (46) decibels except for officially assigned offset carries for which it shall not be less than thirty-six (36) decibels.

g. The terminal isolation between subscribers shall not be less than twenty (20) decibels except that the isolation between multiterminals of one subscriber shall not be less than eighteen (18) decibels.

h. The hum modulation as measured over the usable frequency bandwidth from cable system input to any subscriber terminal shall not exceed three percent (3%). The percent of a hum modulation is defined as the ratio expressed in percent of the average level of the detected signal to one-half (½) the indicated peak AC hum, and

i. Radiation from a cable television system shall be in accordance with the limits set forth in 47 C.F.R. 76.605 (a) (12).

**Sec. 7.7. Measurements Procedures.**

All measurements shall be made from the head end of the cable services delivery system to at least three (3) subscriber locations in each local distribution system, at least two (2) of which shall be worse case locations (system extremities). Measurements shall be made at seventy-five (75) ohms with the loss of the set transformer indicated where applicable for each test location. The measurements shall be made as follows:

a. Network frequency response measurements may be made with a calibrated signal generator, variable attenuator and frequency selective voltmeter (if an accurately calibrated field strength meter is used for the measurements, its date of calibration shall be indicated on the technical measurement certificate filed with the Grantor). All television signals except for ALC, ACC, or ASC pilot carrier may be disconnected during this test. With all automatic gain control amplifiers in the section under test set to

their normal operating mode, the signal generator shall be connected to the input of the cable system and set for a CW signal at the desired frequency and location. With the meter and variable attenuator connected in series to the subscriber terminal under test, the signal level be measured and recorded. Measurement shall then be made in the similar manner for all video carrier frequencies on the network at the levels normally carried on the network,

b. Network signal-to-noise measurements may be made in accordance with NCTA Standard 005.0669 or with a calibrated signal generator and frequency selective voltmeter connected as described in subsection (a) above. The signal generator shall be turned, in turn, to the visual carrier frequency of each FCC-designated Class I cable television channel and the signal level at the subscriber terminal recorded. The meter should then be tuned to a frequency two point five (2.5) megahertz above the visual carrier frequency of each channel described above and with the signal generator disabled, the indicated noise level recorded and corrected by an appropriate factor representing the ratio four (4) megahertz to the noise bandwidth of the frequency selective voltmeter,

c. The network cross-modulation measurement shall be performed in accordance with NCTA Standard 002.0267,

d. The amplitude of the discrete frequency interference within a cable television channel may be determined with a frequency selective voltmeter, calibrated for adequate accuracy,

e. The terminal isolation between any two subscriber terminals may be measured by applying a signal of predetermined amplitude from a signal generator to one terminal in the reverse direction and measuring the amplitude of that signal at the other terminal with a frequency-selective voltmeter,

f. The system hum modulation may be measured at each visual carrier frequency on the system using a calibrated signal generator, a detector and an oscilloscope. The signal generator shall be connected, and the level and frequency set at a predetermined mode with all other channels set at their normal levels. With the detector and oscilloscope connected to the subscriber terminal, the average level of the detected signal and the peak-to-peak AC hum will be indicated on the oscilloscope. The percent of hum modulation for this purpose is defined as

the ratio, expressed in percent, of the average level of the detected signal to one-half of the indicated peak-to-peak AC hum, and

g. Radiation measurements shall be made in accordance with the procedures established in 47 C.F.R. 76.609(b)(1)-(b)(5).

Unless otherwise required herein or by applicable regulations, the video terminal used in testing, particularly when the subscriber's viewing is involved, shall be comparable to the terminal usually used by subscribers in this system.

**Sec. 7.8. Method of Installation.**

All wires, cables, amplifiers and other property shall be constructed and installed in an orderly manner consistent with the best practices in telecommunications. All cables and wires shall be installed parallel with existing electric and telephone wires whenever possible. Multiple cable configurations shall be arranged in parallel and bundled, with due respect for engineering and safety considerations.

**Sec. 7.9. Subscriber Installation Standards.**

The Grantee shall design, construct, upgrade, update, and maintain any part of its system which is installed on or within the subscriber's premises in accordance with the subscriber installation standards adopted by the local regulatory agent. From time to time the local regulatory agent shall update and adopt subscriber installation standards to reflect the highest and most current quality of telecommunication installations on or within subscriber premises; such standards shall be binding on the Grantee.

Subscriber installation standards shall apply to new as well as existing installations. If a large number of substandard installations come to light as existing prior to the effective date of this franchise, the Grantor's regulatory agent shall permit the Grantee a reasonable time to correct the prior existing substandard installations provided:

a. such substandard conditions are made known within the first two (2) years of this franchise, and

b. the Grantee shall make significant progress in correcting such installations, and

c. correction of prior existing substandard installations shall not interfere with new construction, installation, maintenance, and

d. all such corrections are completed within the first thirty (30) months of this franchise.

Failure by the Grantee, its employees, or agents to install according to

the subscriber installation standards adopted by the local regulatory agent, or to correct a substandard installation, shall subject the Grantee up to a full rebate for all cable services delivered to the affected subscriber while the improper or substandard installation remains. In all questions relating to subscriber installations, standards, corrections and rebates, the determinations of the local regulatory agent are final and binding.

Any builder, developer, owner, or subscriber may pre-wire a building for cable, or may contract the Grantee to pre-wire a building for cable. If the Grantee pre-wires a building, the charges for such, if any, shall not exceed those approved by the Grantor or its agent, and shall be to the builder, developer, owner, or subscriber authorizing the installation.

**Sec. 7.10. Use of Poles.**

In areas where electric utility facilities are aboveground at the time of cable installation, the Grantee may install its wires and cables and amplifiers aboveground provided that the Grantee;

a. shall negotiate the appropriate pole attachment agreements with owners of the poles, and

b. shall place its service underground as hereafter specified.

The Grantee shall not erect, for any reason, any pole on or along any street or public way of the City, except as may be reasonably required or necessary to fill small gaps in the existing aerial utility systems, and then only with the advance written approval of the City Manager.

In the event that neither a federal or state agency shall regulate pole attachment agreements, the Grantor shall have the option for regulating proper charges for attachment to utility poles, and such ordinances and regulations shall be binding on the Grantee.

**Sec. 7.11. Undergrounding.**

The Grantee shall place all its transmission and distribution lines underground where all or any portion of the lines of the electric facilities are underground, or where such may hereafter be placed or required by the Grantor to be placed underground. In cases where adequate space exists, either in existing or new facilities, to permit the Grantee to feasibly share underground facilities with the utility companies, such companies and the Grantee shall negotiate to share such facilities at reasonable cost. The Grantor may assist the Grantee to conclude successful negotiations with the electric

and telephone companies for the sharing of underground facilities. Failure to negotiate sharing of underground facilities or failure to meet construction or installation schedules shall not excuse the Grantee's obligation to deliver services or to install underground lines.

**Sec. 7.12. Public Property Rights.**

Nothing in this franchise shall grant to the Grantee any right of property in any street or way or other City-owned property, nor shall the City be compelled to maintain any of its streets or property any longer than, or in any fashion other than in the Grantor's judgment, its own needs may require.

In the event continued use of a street is denied to the Grantee by the Grantor for any reason, the Grantee shall make every reasonable effort to provide service over alternate routes.

**Sec. 7.13. Private Property Rights.**

No trunk or feeder cable, feeder amplifier, or other feeder equipment owned or used by the Grantee shall be installed on private property without first securing a written easement recorded at the Dubuque County Recorder's office. No drop cable or associated equipment owned by the Grantee shall be installed on private property without first securing the informed oral or written permission of the owner of any property involved. If such permission is later withdrawn, whether by the original or subsequent owner, the Grantee shall remove forthwith any of its equipment which is movable and promptly restore the property to its original condition.

All written permissions and assignments for use of private property shall be indexed and maintained in the Grantee's local office, and shall be available for inspection during business hours by the local regulatory agent.

**Sec. 7.14. Prior Property Uses.**

All agreements, grants, permits, easements, uses, whether expressed, implied, or assumed, existing between the Grantor, a utility company, property owner, or leaseholder prior to the effective date of this franchise and pertaining to the use of real property for the use, installation or extension of the Grantee's cable services system, shall not be valid for the exercise of any right or privilege granted by this franchise, unless such shall conform in all respects with the provisions of this franchise, and shall have been approved by the local regulatory agent.

**Sec. 7.15. Compliance with Codes.**

a. All construction practices of the Grantee shall be in accordance with all

applicable standards of the Occupational Safety and Health Act of 1970 and any amendments thereto as well as all applicable state and local codes.

b. All installations of electronic equipment by or for the Grantee shall be of a permanent nature, durable and installed in accordance with the applicable sections of the municipal ordinances and all state and local codes where applicable, and to the extent it is consistent with such laws, the most recent edition of the National Electrical Safety Code.

c. The Grantee's antenna supporting structures (towers) shall be designed for the proper loading zone as specified in Electronics Industry Association's R.S.-222-A Specifications, or as specified by the City Manager.

d. The Grantee's antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the State Aeronautics Board governing the erection and operation of supporting structures or television towers, and all other applicable local or state codes and regulations.

e. The Grantee shall first obtain the approval of the City Manager, if such shall be required, prior to commencing any construction beneath, on, or above the streets, alleys, public grounds or places of the City or any area within the City limits. Applications for approval of construction shall be in a form provided by the Grantor.

f. The Grantee shall not open or disturb the surface of any street, sidewalk, driveway, or public place for any purpose without first having obtained a permit to do so in the manner provided by ordinance.

g. The Grantee shall construct, operate, maintain, reconstruct, and update its cable services delivery system subject to the supervision of all of the authorities of the City who have jurisdiction in such matters and in strict compliance with all laws, ordinances, and departmental rules and regulations affecting the system.

h. Any earth station, antenna, tower, or equipment for receiving signals from or transmitting signals to a point outside the corporate limits of the City shall be registered, certified, and licensed by the Federal Communications Commission, except to the extent the Federal Communications Commission does not in any event regulate such equipment or use.

i. Any antenna structure of the Grantee shall comply with applicable zoning ordinances and with construc-

tion, marking and lighting of antenna structure, 47 C.F.R. 17. et. seq., September 1967, or such standards as may be adopted by the Grantor.

j. The Grantee shall at all times use special care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

Sec. 7.16. Construction Conditions.

a. All wires, conduits, cables and other property and facilities of the Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon the streets and public places of the City or with the rights or reasonable convenience of adjoining property owners, or with any gas, electric, or telephone fixture, or with any water hydrants, mains, or sewers. In the event of any such hazard or interference as determined by the Grantor, the Grantor may require the removal of the Grantee's poles, lines, cables, and appurtenances from the property in question. The Grantee shall keep accurate maps and records of all its facilities and furnish copies of such maps and records as requested by the Grantor, and shall keep and maintain all its property in good condition, order and repair. The Grantor reserves the right hereunder to inspect and examine at any reasonable time and upon reasonable notice the property owned or used, in part or in whole by the Grantee.

b. Any and all streets or public places which are disturbed or damaged by the Grantee during the construction, operation, maintenance, updating or reconstruction of its cable system or facilities, shall be promptly repaired by the Grantee, at its expense, in a manner approved by the Grantor, or at the option of the Grantor, shall be repaired by the Grantor and paid for by the Grantee. Any private property which is disturbed or damaged by the Grantee during the construction, operation, maintenance, updating or reconstruction of its cable system or facilities, shall be promptly repaired as in good a condition as before the damage occurred by the Grantee, at its expense, in a manner approved by the owner. In the event the Grantee, upon receipt of written notice, fails to perform such repair, the owner shall have the right to do so at the expense of the Grantee. Payment for such repair shall be immediate, upon demand by the owner.

c. With explicit, prior written notification and approval of the Grantor,

the Grantee shall have authority to trim trees that are overhanging streets, alleys, sidewalks, and other public places of the Grantor so as to prevent the branches or such trees from coming in contact with the wires and cables of the Grantee. All trimming is to be done under the supervision of the Grantor and at the expense of the Grantee.

d. The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in other public place, any property of the Grantee when required by the Grantor by reason of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, street lights, city-owned power or signal lines, and tracks or any other type of structure or improvement by public agencies.

e. The Grantor shall give the Grantee reasonable notice of plans for street improvements where paving, resurfacing, or curbing of a permanent nature is involved. The notice shall give the Grantee sufficient time to make reasonable alterations or repairs to its facilities in advance of the actual commencement of the work, so as to permit the Grantee to maintain continuity of service.

f. If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Grantor's agents to cut or secure any of the wires, cables, amplifiers, appliances, or appurtenances thereto of the Grantee, such cutting or removing may be done and any repairs rendered necessary thereby shall be made by the Grantee, at its sole expense provided such repairs are not necessitated by the negligent act of the Grantor, in which case, costs for repairs shall be borne by the Grantor.

g. The Grantee shall, at the request of any person holding a building moving permit, temporarily remove, raise, or lower its wire to permit the moving of said building, provided the Grantee has been given not less than ten (10) working days notice of such move. The reasonable cost of such temporary removal, raising, or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance.

h. Before the Grantee shall select, purchase, lease or use any equipment in its cable system, it shall seek the concurrence of the local regulatory agent. The failure of such agent to concur with the Grantee's judgement shall be deemed as notice to the Grantee that any failure in the operation of

its system, or any reduced or lacking capacity, in relation to such equipment shall be knowing and negligent.

Sec. 7.17. Construction Schedule.

Unless otherwise specified herein, the construction of the cable services system shall be completed as scheduled in the Grantee's application. At least once every sixty (60) days during the construction period the Grantee shall deliver to the local regulatory agent detailed plans and an updated detailed construction schedule. Failure to meet this construction schedule shall result in the Grantee's forfeiture of its construction bond.

In any event, all initial construction and the activation of all services shall be completed within seventy-two (72) months after the effective date of this franchise. Failure of the Grantee to perform completely its promised construction and to activate all its promised services within the seventy-two (72) month period shall result in revocation of this franchise.

The Grantee acknowledges its commitment to obtain all necessary permits, to arrange all necessary agreements, and to complete all construction and activations, and agrees to abide by any sanction allowed and imposed for its failure to meet its commitments.

The Grantor shall not require full forfeiture of the Grantee's construction bond if a delay is due to an act occasioned exclusively by violence of nature without the interference of any human agency, provided that prior to the act the Grantee shall have implemented all reasonable measures to prevent such delay, and after the act shall promptly proceed without delay to construct its system.

LOCAL REGULATION

Sec. 8.1. Records, Reports and Filings

The Grantee shall keep in its local Dubuque offices, separate books reflecting the total financial status and operation of the Dubuque System. Such books shall be accurate and shall be supplied with true documentation sufficient to satisfy standards for certified audits. The Grantee shall promptly submit to the Grantor copies of such books or reports as required herein or requested by the Grantor.

The Grantee shall manage all of its operations in the service area in accordance with a policy of open books and records. The Grantor shall have the right to inspect at any time during ordinary business hours, all books, records, maps, plans, income tax returns, financial statements, and other like

materials of the Grantee which relate to its operations in the City and service area. Access to such information shall not be denied by the Grantee on the basis that such records contain proprietary information. Further, the City Manager or his agent shall have the right to ascertain the accuracy of any and all reports, records and such, and shall be given access, at the Grantee's expense, to all supporting documentation. Any false entry in the books of account of records of the Grantee or false statements in the reports to the Grantor or its agent as to a material fact shall constitute breach of a material provision of this ordinance and franchise.

Copies of all petitions, applications, and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable services or operations authorized pursuant to this franchise shall be submitted simultaneously with the City Manager.

If the original records, reports, filings, supporting documentation and such are not kept within the local office, the Grantee shall transmit as requested by the Grantor true and certified copies of such to the Grantee's local offices, and the Grantee shall, upon request by the City Manager, at its expense, provide reasonable transportation for the City Manager and his agents to the office where such original records are kept.

Sec. 8.2. Annual reports.

The Grantee shall file annually with the Dubuque City Clerk, no later than March 31 of each year, two copies of:

a. the Grantee's report to its stockholders,

b. an expense and income statement identifying all revenues, expenditures, and income applicable to its Dubuque operations under this franchise,

c. a listing of all properties related to the Dubuque cable operations together with an itemization of its investment to each such properties on the basis of original cost, less depreciation, including a balance sheet, listing of liabilities and financial arrangements, and such other information as the Grantor may request, and shall be certified by a Certified Public Accountant licensed to offer professional financial services in the State of Iowa.

d. a total facilities report for the Dubuque system setting forth the total physical miles of plant installed or in operation during the fiscal year, and a

map, the scale of which shall be no less than one inch (1") equals four hundred feet (400') and no larger than one inch (1") equals one hundred feet (100'), showing the location of such,

e. for the Dubuque System, a summary of complaints communicated to the Grantee, outages experienced during the year, including complaint disposition, response time, and repairs made,

f. a report on Dubuque cable services delivery system's annual technical measurements,

g. a list of all corporate shareholders and bondholders both of record,

h. a current list of all Grantee's corporate officers and directors including addresses and telephone numbers,

i. except for contracts required by a party other than the Grantee to be held confidentially, all agreements or contracts entered into by the Grantee during the fiscal year which pertain to or affect the Dubuque system.

j. the names and both business and residential addresses and telephone numbers of the local cable system manager and engineer,

k. all types of Dubuque cable subscriber agreements,

l. all rules and regulations which relate to Dubuque cable subscriber services and relationships, and

m. all reports required to be filled by any other agency which relate directly or indirectly to the Dubuque system.

The Grantor reserves the right to view all confidential agreements and contracts which pertain to or affect the Dubuque system, provided reasonable assurances are given that such information will remain confidential.

Sec. 8.3. Local Regulation of Signal Carriage.

In the event the United States Congress or the Federal Communications Commission or any court of competent jurisdiction deregulates signal carriage or allows any greater degree of local regulation of signal carriage, the signals carried at that time and any subsequent changes in such shall be subject to the approval of the local regulatory agent. The Grantor may direct the Grantee to carry or cease carriage of a signal.

In order to operate its system in the public interest and retain desired local flavor, the Grantee agrees that all programming and signal carriage shall be subject to the prior approval of the local regulatory agent.

Sec. 8.4 Rates and Services.

Every rate or charge requested of or billed to a subscriber, and every agreement, service, or anything of value offered or delivered to a subscriber, by

the Grantee, its employees or agents, or by any entity in relation to the operation of the cable service delivery system shall be subject to the prior, specific approval of the Grantor. No such rate shall exceed that specifically approved by the Grantor. No charge shall be levied except for a service specifically allowed by the Grantor. The Grantor's right to regulate all agreements, services, rates, and transactions in relation to the cable system shall include, but is not limited to: any contract, easement, or permit; any rental or sale of equipment, device, stock, share, or interest; any free or special offer, compensation, refund, rebate, discount, interest, or penalty; any rate for installation, connection, reconnection, outlet, basic or pay service, FM radio or two-way service; as well as any outage or failure to deliver an approved or promised signal quality, cable service, or perform any test and measurement, correct any complaint, or file any required report or information, or obtain any required permit, approval or certification.

In the event the United States Congress or the Federal Communication Commission or any court of competent jurisdiction deregulates rates generally or specifically or allows any greater degree of local regulation of rates, the rates for all services offered on the cable system in effect at that time and all subsequent modification of or new rates shall be subject to the approval of the Grantor.

All rates shall be those approved and adopted by the Grantor in a separate ordinance not subject to the amendment or voter referendum procedures of this franchise. Both the Grantor and Grantee may initiate a recommendation for a change in rates. When such a change is recommended, the Grantee shall provide all financial and technical data related to the Dubuque system to the Grantor in Dubuque. The Grantor shall not decrease the rates without the concurrence of the Grantee.

The Grantee shall offer current holders of contracts a special rate provided the holder of such contract annually identifies him/herself to the Grantee. Such special rate shall not be transferable, shall not be extended beyond the term of this franchise, and shall not be aggregated with any other special rate.

The Grantee shall offer a special rate for a senior citizen provided that such citizen demonstrates to the Grantee that he/she is sixty-five (65) years of age or older and head of the household where the service is delivered.

#### Sec. 8.5. Franchise Fee.

The Grantee shall pay annual fees to the Grantor

a. for regulating the Grantee to assure compliance with all provisions of this franchise,

b. for promoting knowledge and delivery of services via cable,

c. for the operations of the cable related entities of the Grantor,

d. for the use of streets of the City, and

e. for the franchise granted herein.

The amount of the fee to be paid annually shall be paid out of the rates approved by the Grantor, and shall be equal to five per cent (5%) of total gross revenues.

Unless otherwise prohibited by law, the Grantor may adjust any fees listed herein after approval at an election. The removal of federal limitations on the fees collectable shall not be considered an increase by the Grantor.

The franchise fee shall not be listed as a separate item or portion in any statement or billing to a subscriber, nor listed or referred to as a tax.

#### Sec. 8.6. Payment of Fee.

For each year whole or part that this contract or any renewal or extension thereof is in effect, the fees due the Grantor shall be calculated on an annual basis corresponding to the City's fiscal year, and the Grantor shall make its payment of fees on the first day of the fiscal year for which the fees are calculated and due.

The amount due on the first day of the fiscal year shall be no less than ninety percent (90%) of the total fees anticipated to be due for that year, as determined by the local regulatory agent ninety (90) days prior to the beginning of the applicable fiscal year and communicated to the Grantee.

No later than the twentieth (20th) day after the end of each fiscal quarter, the Grantee shall report to the Grantor in such detail as the Grantor's regulatory agent may require, its gross revenues for the immediately preceding fiscal quarter, and shall remit therewith the amount by which any fee due for that quarter exceeds twenty-five percent (25%) of the amount due on account on the first day of that fiscal year. In the event the amounts paid the Grantor during the year exceed the total amount due for that year, the excess shall be refunded to the Grantee within twenty (20) days after its filing of its fourth quarterly report and its giving the City notice that a refund is due.

All payments due the Grantor shall be made and delivered to the Office of

the City Manager no later than noon local time of the date due, or if the City Manager's offices are closed on that day, no later than noon local time the next day such offices are open for business.

In the event that any payment due the Grantor is not made on or before the applicable due date and hour fixed in any section of this contract, the payment shall be considered delinquent and in violation of this franchise. Each twenty-four (24) hour period or part thereof that a payment is delinquent shall be considered a separate violation. Each violation automatically shall be assessed one hundred dollars (\$100.00) due and payable with the payment which is delinquent. An alternative sanction shall be revocation.

Payment of fees under this section of this franchise shall not be considered in the nature of a tax, but shall be in addition to any and all taxes or other fees which are now or hereafter required to be paid by any law.

Within thirty (30) days from the effective date of this franchise, the Grantee shall pay the Grantor all monies due and owing to the Grantor under the provisions of this and any previously enacted statute, ordinance, franchise, or agreement, including the first annual payment, prorated for any part of the first year if that year is a partial fiscal year.

In the event this franchise should be terminated, transferred, sold, forfeited, or revoked before its expiration date, the Grantee shall immediately submit to the City Manager a financial statement showing the gross revenue of the Grantee for the time elapsed since the last quarter reported and which the Grantee has paid in full to the Grantor the required percentage of gross annual revenue. The Grantee shall pay to the Grantor not later than thirty (30) days following such termination, but prior to the expiration or lapse of its faithful performance bond, all fees due.

#### Sec. 8.7. Rights of Recomputation.

No acceptance of any payment or fee by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a franchise fee under this ordinance or for the performance of any other obligation of the Grantee. All amounts paid by the Grantee shall be subject to audit and recomputation by the Grantor or its agents.

#### Sec. 8.8. Subscriber Payments.

Unless expressly approved by the local regulatory agent after a public hearing, every cable delivered service

shall be billed using the calendar two months as the chargeable period. The subscriber's account shall be due and payable on the last day of the chargeable period. The subscriber shall have at least ten (10) days after the end of the chargeable period or the receipt of his current statement, whichever is later, in which to pay his account without penalty.

Basic and pay television subscribers shall be offered an annual rate which shall be eleven (11) times the monthly rate for twelve (12) months of service.

The Grantee may require an advance payment only for an installation, connection, or reconnection charge, and then no earlier than twenty (20) days before the scheduled service. If a scheduled service for which an advance payment was due and timely paid, is delayed, the advance payment shall be discounted one percent (1%) for each fourteen (14) days, or part thereof, the scheduled service is delayed. A deposit equivalent to one (1) month's service rate may be charged only for a subscriber seeking cable service for the first time in this system, or for a subscriber who has been disconnected for non-payment. The deposit shall be applied to the third (3rd) month's billing or refunded earlier. No other advance payment or deposit of any kind shall be required.

Every statement, in clear and understandable language, citing the actual dollars amounts applicable, shall inform the subscriber of any possible delinquent charge or available discount.

#### Sec. 8.9. Refunds for Cancellations.

If any subscriber cancels any monthly service during the first twelve (12) months of said service because of the failure of the Grantee to render the service in accordance with the standards set forth in this franchise or advertised by the Grantee, on application of the subscriber and, if requested, approval of the local regulatory agent, the Grantee shall refund the subscriber an amount equal to the installation, connection, or reconnection charge paid by the subscriber multiplied by the fraction of the twelve (12) month period for which the subscriber will not be receiving service. A similar portion of any advance payment shall be refunded.

If a subscriber cancels, for personal reasons, any monthly service prior to the end of a prepaid period, a prorata portion of the prepaid rate, using the number of days as a basis, shall be refunded to the subscriber by the Grantee.

#### Sec. 8.10. Subscriber Usage.

The Grantee shall not limit the number of outlets a subscriber may have installed or are within the chargeable unit, nor shall the Grantee charge any additional monthly rate for the second outlet itself.

#### Sec. 8.11. Subscriber Terminal Equipment.

Any converter, remote control unit, amplifier, switching device, computer, or any sort of subscriber terminal equipment required or available for use by the subscriber for reception or enhanced reception of a cable delivered service shall be made available at competitive prices for the subscriber to purchase should he so elect. If comparable and compatible equipment is available from different manufacturers or sellers, the Grantee shall not restrict or impede, directly or indirectly, the use or purchase of such equipment unless the local regulatory agent agrees that alternative equipment would unduly interfere with the transmission and reception of a cable delivered service. The Grantee shall not require the subscriber to purchase any such equipment as a condition for a cable delivered service unless the local regulatory agent has determined that subscriber ownership of a particular equipment is an appropriate and just requisite for reception of a given cable service.

The Grantee, either on its own or in cooperation with any person or entity, shall not prohibit, interfere with, impede, discourage, charge for, prosecute, or file charges against any subscriber's recording or subsequent use of any program or signal transmission in the cable service system unless otherwise provided for herein.

The Grantee shall not use or require any equipment in its system which would preclude the use of a remote control channel selector or which would impair a signal or devise especially designed to improve reception for the physically handicapped.

#### Sec. 8.12. Subscriber's Antenna.

The Grantee shall not require the removal, or offer to remove or provide an inducement for removal of any potential or existing subscriber's antenna as a condition for cable service.

The Grantee, upon request from a subscriber, shall install at a reasonable charge therefor, as approved by the Grantor, a switching device to permit the subscriber to use his own antenna at will.

#### Sec. 8.13. Outages.

Since the delivery of diverse and quality services is a significant concern

in the granting of this franchise and a major basis for rates charged subscribers, each and every outage shall be subject to adjustment, rebate, and sanction, except that evanescent glitches which are not persistent and fleeting automatic switching breaks shall not be considered outages. For an outage, the Grantee may offer to provide a subscriber an adjustment in a service acceptable to the subscriber. The local regulatory agent may approve an adjustment as sufficient compensation for a cable service failure. For an outage, the Grantee may offer a monetary or credit rebate to a subscriber. The local regulatory agent may approve a rebate as sufficient compensation for a cable service failure. The local regulatory agent may direct the Grantee to offer a reasonable rebate, when in its judgement such is warranted and equitable under the circumstances. The Grantee shall offer such a rebate when so directed. In unusual circumstances the Grantor may impose a sanction on the Grantee for an extended, continuing, or reoccurring outage. Failure of the Grantee to offer a rebate when directed or pay a sanction when imposed shall subject the Grantee to revocation procedures.

Factors to be considered in offering, approving, and requiring an adjustment, rebate, and sanction for an outage shall include:

- a. the quality and maintenance of services delivered,
- b. the quantity, state, and availability of back-up equipment,
- c. the past occurrences of outages,
- d. the Grantee's past responses to outages,
- e. the length of the outage under consideration,
- f. the number of subscribers affected by the outage,
- g. the significance of the outage to the subscriber, and
- h. alternative services or programming offered by the Grantee in lieu of the defaulted service.

The cause of the outage shall not be relevant in considering, approving, or requiring an adjustment, rebate, or sanction.

#### Sec. 8.14. Program Guide.

For each subscriber of basic and any pay television service, the Grantee shall provide a printed program and channel guide which is updated electronically no less than each twenty-four hours. Preference should be given to an addressable guide as an integral component of basic and pay television services.

#### Sec. 8.15. Channel Guide.

The Grantee shall prepare and make available at no charge to the subscriber, an accurate and up-to-date channel and radio frequency guide listing the cable frequencies and channels of all FM, radio, television, signals, and service available over the cable system. The channel guide shall be distributed to every subscriber, at least once each year, and within forty-five (45) days after a change or addition in channels or frequency uses or services offered.

#### Sec. 8.16. Institutional Services.

The Grantee shall provide free of charge to each public and non-public school building and facility, each college, and each public building of the institutional network, one cable and connection and cable service per every one hundred fifty (150) students and employees therein. The administrator of any such facility, without cost to the Grantee, may extend the cable service within such facility for use consistent with its institutional purpose.

#### Sec. 8.17. Sales and Services Prohibited.

The Grantee, any and all of its officers, employees, and agents, shall not engage, directly or indirectly, in the selling, servicing, installing of, leasing of television or radio receivers, parts, or accessories, anywhere within the service area of this franchise without the specific authorization of the local regulatory agent, expressed after a public hearing which shall be announced by written notice published at the Grantee's expense in a newspaper of general circulation at least ten (10) days before the date of the hearing. Each and every infraction of this section shall be subject to the Grantee's paying to the Grantor one hundred dollars (\$100.00) as agreed or liquidated damages.

If a shop-at-home or buying service delivered by the cable system results in any amounts received by or credited to the Grantee based on sales or as a portion of the profits generated from purchases made by a subscriber, such amounts shall be included in calculating gross revenues.

#### Sec. 8.18. Respondat Superior.

Any contractor or subcontractor performing for the Grantee in the service area of this franchise, shall be deemed to be an agent of the Grantee, and the Grantee shall be responsible and liable for the acts of the contractor, sub-contractor, and their employees while so performing for the Grantee.

#### SUBSCRIBER PROTECTIONS

##### Sec. 9.1. Availability and Continuity

## of Services.

All services offered by the Grantee shall be available to every subscriber insofar as the subscriber honors his financial and other obligations to the Grantee, except that the local regulatory agent may designate that a particular service may or shall be restricted to a certain class of subscribers.

If the Grantee elects to overbuild, rebuild, modify, expand, sell or transfer the system, or if the Grantor revokes or declines to renew this franchise, the Grantee shall do everything in its corporate power to ensure that all subscribers receive continuous, uninterrupted services regardless of the circumstances. In the event of a change of Grantee, the then current Grantee shall co-operate with the City to operate the system for a temporary period, as determined by the local regulatory agent, in maintaining continuity of services to all subscribers.

Without the approval of the Grantor expressed by resolution, no Grantee or its successor, assignee, transferee, shall turn off the cable services delivery system nor allow the system to be turned off by any other person. Any unapproved turnoff extending to forty-eight (48) hours shall subject this franchise to immediate revocation without any notice from the Grantor.

For any turnoff of a portion of the cable system, or any failure to deliver services to a significant number of subscribers not otherwise specifically authorized by the local regulatory agent, nor otherwise designated by the said agent as an outage subject to adjustment or rebate, the Grantee shall be subject to a penalty in money, payable to the Grantor, of one hundred dollars (\$100.00) per day for each whole or part day that the services are not delivered.

The Grantee shall be liable for full rebates, as determined by the local regulatory agent, to all subscribers subjected to the non-delivery of services. An alternative sanction shall be revocation. Nothing in this section shall require the local regulatory agent of the Grantor to impose such penalties if in its judgement the non-delivery of services is such a rare and unusual nature that the Grantee should not be held liable in penalties other than adjustments and rebates.

Every television or syndicated program for which delivery shall have begun in the cable services delivery system shall be carried to its completion, except that a live presentation or an isolated, rare and unusual program carrying an announcement at the

beginning of such program that it will be curtailed before completion, may be curtailed to allow another regularly scheduled program to begin on time. This provision shall not apply to a program curtailed by a broadcast network or station. A violation of this provision shall be treated as an outage.

Switching, whether automatic or otherwise, to and from signals, programs, and services shall be accomplished in such a manner that no signal, program, or service transmission shall be discontinued for more than five (5) seconds. Such switching in compliance with this provision shall not be considered an outage.

## Sec. 9.2. Rental Properties.

No landlord shall unreasonably interfere with his tenant subscriber's right to purchase and receive a cable service if the lawful tenant shall request the installation of cable facilities to his rented premises, except that a landlord may require:

- a. that the cable installation conform to such reasonable conditions as are necessary to protect the safety, functioning, and appearance of the premise, and the convenience and well-being of other tenants, if any;
- b. that the tenant and Grantee agree that the landlord shall not be financially liable for any charge for a cable installation requested by a tenant and
- c. that the tenant and Grantee agree to indemnify the landlord for any property damage caused by installation, operation, or removal of the cable facilities.

## Sec. 9.3. Subscriber Agreements.

The form of any agreement which the Grantee proposes to use or has used with a subscriber shall be subject to the approval of the local regulatory agent. Any type of agreement used by the Grantee and not approved by the Grantor shall be void ab initio. Two (2) copies of all types of agreements with a subscriber used by the Grantee shall be filed and maintained, one (1) copy with the City Clerk, one (1) copy with the local regulatory agent.

No agreement, contract, or arrangement pertaining to any cable matter related to the cable services delivery system of this franchise shall be valid if entered into by the Grantee, whether with a subscriber, programmer, user, advertiser, contractor, supplier, or any other entity, except as shall be subject to, conditioned upon, and subordinate to this franchise.

## Sec. 9.4. Local Office Services.

The Grantee throughout the dura-

tion of this franchise, shall maintain a business office

- a. which shall be located within the corporate limits of the City, and
- b. which shall have a publicly listed telephone number, and
- c. which shall be reasonably accessible to the public, and
- d. which shall be open for business during normal business hours, and
- e. which shall be managed by a person who has full responsibility and authority to deal with and resolve local problems, and who is routinely available to handle subscriber complaints, and
- f. which shall maintain for inspection all reports and data required elsewhere herein, and

g. which shall be so operated that written, telephonic, and personal inquiries and complaints about types of services, personnel, connections and disconnections, and charges and billings, may be received and responded to promptly during all business hours.

## Sec. 9.5 Subscriber Hotline Services.

The Grantee, throughout the duration of this franchise, shall maintain on a sixteen (16)-hour, seven-days-per-week basis, a subscriber service hotline (emergency services telephone line) which shall be staffed by a repair and troubleshooting force capable of responding to subscriber complaints about the delivery and non-delivery of subscribed for services, including especially signal quality and technical services. If, between eight o'clock in the morning and midnight, the Grantee's personnel are not able to resolve any such problem promptly over the telephone, then within two (2) hours, the Grantee shall dispatch adequately trained personnel to effect field inspections and necessary adjustments or repairs which are designed to restore delivery of quality services to the subscriber.

During other hours, midnight til eight (8) o'clock in the morning, the Grantee shall provide an answering service for its subscriber hotline and shall respond to complaints communicated during such hours no later than 10:00 AM of that day. The Grantee shall respond to all major outages between those hours.

If the Grantee is unable to restore the delivery of quality services to the subscriber within five (5) hours not counting the hours between midnight and eight (8) o'clock in the morning, after the complaining subscriber first contacted the Grantee, then rebate shall be made as provided elsewhere herein.

## Sec. 9.6. Subscriber Complaint Procedures.

The Grantee shall adopt, publish, and implement subscriber complaint procedures which are designed to:

- a. detect and correct defects and failures in the delivery of cable services,
- b. speedily and satisfactorily resolve subscriber complaints,
- c. develop the local manager's sensitivity and positive response to subscriber needs,
- d. improve the quality and delivery of cable services,
- e. produce an accurate record of all subscriber complaints received at the local office and actions taken to correct such,
- f. provide a basis for evaluating the Grantee's performance.

The local regulatory agent shall adopt, publish, and implement subscriber complaint procedures which augment those adopted by the Grantee and which provide an appeal forum for subscribers.

The Grantee shall be obligated to speedily, positively, and satisfactorily resolve reasonable subscriber complaints. Failure to do so shall be a material violation of this franchise and may subject the Grantee to revocation procedures.

The video terminal used by Grantor to test reception at a subscriber's outlet shall be comparable to the equipment ordinarily used by subscribers in this system.

Technical or manpower limitations shall not be an excuse for failure or lateness to correct a complained-of problem.

If, in response to a subscriber complaint, any employee or agent of the Grantee shall recommend that the complained of problem could be resolved by repairs to subscriber owned equipment, and if a qualified and licensed television or electronic repairman in the City shall certify in writing that such recommended repairs are or were not necessary to resolve the complaint, the Grantee shall reimburse the subscriber for any and all expenses incurred seeking such repairs, no later than the next billing date for that subscriber.

The Grantee, at its expense, shall prepare and distribute a notice, to each subscriber each year between the first and seventy-fifth day of the calendar year, and to each new subscriber within fifteen (15) days of his initial payment to the Grantee, containing full disclosure in clear and understandable language of all the procedures for filing, referring, or appealing any com-

plaint about cable services or matters, including the procedures adopted by the local regulatory agent, and the Grantee's procedure for responding to complaints.

**Sec. 9.7. Subscriber Privacy.**

Neither the Grantee, nor any other person, agency, or entity shall arrange for or permit the tapping of any subscriber tap, cable, line, signal output device, subscriber outlet or receiver for any purpose whatsoever.

Neither the Grantor, nor any other person, agency, or entity shall monitor, or arrange for or permit the monitoring of any subscriber tap, cable, line, signal input device, or subscriber outlet or receiver without prior written and authorization from each subscriber so affected, except that the Grantee may scan all and only all subscribers for unauthorized reception of service or for the total number of unidentified subscribers using a service at a given time. Any request for authorization to monitor shall be made available to the authorizing subscriber in understandable fashion, and shall never be a condition, nor even have the appearance of being a condition, for the reception of any cable service. Before the Grantee monitors or allows any monitoring of a cable delivered service, at its own expense, it shall provide the affected subscriber a signalling device which informs the subscriber when his use of a cable service is being monitored.

Nothing in this subsection shall be construed to prohibit the subscriber's voluntarily sending, and the Grantor's receiving, upstream signals as part of a cable service specifically designed, and so understood by the subscriber, for the purpose of the subscriber's voluntarily and knowingly sending upstream messages or signals.

The Grantee shall not sell or otherwise make available any list, in whole or part, of cable subscribers, past or current, to any person, agency, or entity, unless each such subscription list and distribution shall have been specifically authorized by the local regulatory agent expressed by resolution, after a public hearing which shall be announced by written notice published at the Grantee's expense, not less than on three (3) separate dates in a newspaper of general circulation in the community at least ten (10) days before the date of the hearing. Any such subscriber list shall be limited to names and addresses only, and shall not indicate any specific type of service received by any individual, nor shall any subscriber's viewing habits, nor any specific amount of monies paid by

any individual subscriber, nor any classification or characterization of an individual subscriber, nor any personal data supplied to the Grantee by the subscriber, be so revealed. Any revenue generated by the rental or sale of a subscriber list shall be used to reduce the rate for basic services.

If the Grantee, either directly or indirectly, shall commit or allow an activity prohibited in this section, the Grantee shall pay immediately, upon direction of the local regulatory agent, to each subscriber violated not less than ten dollars (\$10.00) for each twenty-four (24) hour period, beginning at midnight, during which the prohibited activity shall have occurred.

Repeated violations after a warning from the local regulatory agent shall constitute grounds for revocation of this franchise.

The sanctions herein provided for shall not be deemed to be waived or be in lieu of any civil or criminal action which may be otherwise authorized by law.

**MISCELLANEOUS PROVISIONS**

**Sec. 10.1. Failure to Enforce.**

The Grantor's failure to enforce any provision of this franchise or to exercise any lawfully held right or privilege shall not operate against the City nor diminish its powers, rights, or duties, nor shall such excuse or relieve the Grantee's non-compliance.

**Sec. 10.2. Security Deposit.**

Upon the effective date of this permit, the Grantee shall, at its option,

a. deposit in a local banking or financial institution acceptable to the City Manager, the amount of one hundred thousand dollars (\$100,000.00) in cash, or

b. deliver to the City Manager, a properly executed letter of credit in a form and with the content acceptable to the City Manager, in the amount of one hundred thousand dollars (\$100,000.00).

Said cash or letters of credit or replacements shall remain on deposit throughout the construction period as defined by the Grantor and until released by the Grantor upon completion of all proposed construction, and shall be used to pay any sanction, lien, or tax levied by the Grantor for the Grantee's failure to perform by all the provisions of this franchise or to comply with all orders, permits, and directions of any agent of the Grantor having jurisdiction over the acts or defaults of the Grantee under this contract, which arise by reason of the construction of the system. Amounts sufficient to pay charges against this

Security Deposit shall be withdrawn by the Grantor from the account established for the Security Deposit. Within thirty (30) days after notice to it that any amount has been withdrawn from the Security Deposit or drawn the letter of credit, the Grantee shall show proof to the Grantor that an amount equal to the amount of this withdrawal has been deposited into the account established for that purpose, or that the letter of credit has been amended so that the withdrawn balance shall be no less than one hundred thousand dollars (\$100,000.00). The interest on this account will accrue to the benefit of the Grantee. No costs associated with this deposit shall be passed on to the subscriber.

**Sec. 10.3. Faithful Performance Bond.**

Upon the effective date of this franchise, the Grantee shall post, furnish proof of the posting to the City Manager, and maintain throughout the term of this franchise, and any extension or renewal thereof, and any period thereafter while any portion of the Grantee's system shall remain in place, a faithful performance bond running to the City, with sureties or guarantees approved by the City Manager, in the penal sum of five hundred thousand dollars (\$500,000.00) conditioned that the Grantee shall well and truly observe, fulfill, and perform each term and condition of this franchise and all regulations thereof lawfully authorized and adopted by the Grantor or its agent, and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance, or regulation governing this franchise, and that in case of any breach of condition of the bond, there shall be recoverable

jointly and severally from the principal and surety of the bond, by the Grantor for any damages or loss suffered by the City resulting from the failure of the Grantee to well and truly observe and perform any provision of this franchise including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorney's fees and costs, and shall include the reasonable costs and expenses of any services rendered by the Grantor's attorneys, and their assistants, or any employee or agent of the Grantor, up to the full amount of the bond.

**Sec. 10.4. Liability and Indemnification.**

The Grantee shall indemnify and save the Grantor harmless from and against any and all claims, suits,

actions, penalties, damages, and causes of action arising during the term of this franchise, and any extension or renewal thereof, and any period while any portion of the Grantee's system is in place within the service area, even though the Grantor may be found to have been guilty of ordinary negligence, for any bodily injury, loss of life, or damage to property, sustained by any person, firm, corporation, other business entity, or the City:

a. as a result of the construction, operation, maintenance, updating, or reconstruction of the cable services delivery system by the Grantee, and

b. arising out of copyright infringement or defamation,

c. for the failure by the Grantee to keep, maintain, and abide by each and every covenant of this contract on its part to be kept and performed, and

d. as a result of any negligence, act, error, or omission of the Grantee, its employees, or agents, and

e. imposed or claimed against the Grantor by virtue of the execution of this franchise, and

f. for the costs, attorney fees, expenses, and liabilities incurred by the Grantor in and about such claim, suit, action, penalty, damage, or cause of action, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments, or decrees which may be imposed therein or as a result thereof.

The Grantee shall specifically defend or subrogate, at the Grantor's option, any action or proceeding brought against the City as a result of any of the matters enumerated in this franchise, at the Grantee's sole cost and expense.

The Grantee shall maintain throughout the term of this franchise, any extension or renewal thereof, and while any portion of the Grantee's system is in place within the service area, liability insurance insuring both the Grantee and the Grantor with regard to all damages mentioned in this section, in the minimum amounts of:

a. five hundred thousand dollars (\$500,000.00) for bodily injury or death to any one person, and

b. one million five hundred thousand dollars (\$1,500,000.00) for bodily injury or death resulting from any one accident, and

c. five hundred thousand dollars (\$500,000.00) for property damage resulting from any one accident.

Upon the effective date of this franchise, the Grantee shall furnish proof to the City Manager that a satisfac-

tory insurance policy has been issued by a company acceptable to the City Manager, authorized and qualified to do business in the State of Iowa.

Such insurance policy:

- a. shall be subject to approval of the City Manager,
- b. shall name the City as an additional insured,
- c. shall contain a provision that a written notice of cancellation or material change in the policy shall be delivered to the City Manager thirty (30) days in advance of the effective date thereof, and
- d. shall be filed with the City Manager within ninety (90) days after the execution of this franchise.

A cancellation or lapse of such policy without immediate approved replacement, shall be a material violation of this contract and shall be immediate grounds for revocation of this franchise without further notice, other revocation provisions of this franchise notwithstanding.

Sec. 10.5. No Recourse.

The Grantee shall have no recourse whatsoever against the Grantor for any loss, cost, expense, or damage arising out of any provision or requirement of this ordinance or its regulation, or any other ordinance authorized herein, or from the Grantor's exercise of its authority to grant any additional franchises. This shall not include negligent acts of the City, its agents or employees which are performed outside the regulatory or franchise awarding authority hereunder.

Sec. 10.6. Severability.

If any provision of this contract or any application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this contract which can be given effect without the invalid provision or application, except that the invalidity may invoke the provision herein for loss of benefit, and to this end and extent the provisions of this contract are severable.

If any provision of this contract becomes invalid and results in significant loss of benefit to the Grantor or Grantee or both, as determined by either party, the party claiming the loss may demand renegotiation.

Such a demand for renegotiation must be made and delivered to the other party within one (1) year after the date both Grantor and Grantee have received notice of the invalidity. Within fifteen (15) days of receipt of such a demand, both Grantor and Grantee must meet in Dubuque, Iowa and begin the renegotiations. The rene-

gotiations shall be limited to reforming the franchise and restoring the party suffering the loss to its former position with equivalent benefit.

The reformed franchise shall be effective from the date the debilitating invalidity took place, even if such reformation is retroactive and involves a settlement for loss of past services.

The purpose of this section is to maintain the continuity of the contract in conformity with the expressed intentions of the parties when the contract was formed and later amended.

Sec. 10.7 Notices.

Notices to the Grantee and Grantor shall be sent by registered mail as follows:

If to the Grantee:  
Teleprompter Corporation  
888 7th Avenue  
New York, New York 10106  
Attn: Vice President and General Counsel  
with copy to:  
Teleprompter of Dubuque  
P.O. Box 119  
980 Main Street  
Dubuque, Iowa 52001  
Attn: System Manager

If to the Grantor:  
City of Dubuque  
Dubuque City Hall  
Dubuque, Iowa 52001  
Attn: City Manager  
or other such address as the addressee shall by due notice request.

Section 2. That by resolution of even date the City of Dubuque has requested the Commissioner of Elections in and for Dubuque County to place the proposition of adopting the ordinance on the ballot in the election to be held September 8, 1981, and the cost and expense of said election shall be paid by Teleprompter Corporation of New York.

Section 3. That this ordinance shall take effect as provided in the ordinance, and be in full force, from and after its acceptance by the City Council, its approval and ratification by the legal voters of the City of Dubuque, the acceptance of its terms by Teleprompter Corporation of New York and its publication in the *Telegraph Herald*, the official newspaper of the City of Dubuque.

Section 4. That Ordinance No. 25-63, published November 11, 1963, be and is hereby repealed and of no effect or force after the effective date of this ordinance.

PASSED, APPROVED AND ADOPTED this 29th day of July, 1981.

D. Michael King, MAYOR

ATTEST:  
Mary A. Davis, CITY CLERK

Published officially in the *Telegraph Herald* newspaper this 24 day of August, 1981.

Mary A. Davis, City Clerk  
1t 8/24

Council Member Pratt moved final adoption of the Ordinance. Seconded by Council Member Farrell. Carried by the following vote:

Yeas—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Communication of City Manager submitting Ordinances (2) pertaining to City Hall Municipal Metered Parking Lot, presented and read.

Council Member Felderman moved that the communication be received and filed. Seconded by Council Member Brady. Carried by the following vote:

Yeas—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

ORDINANCE NO. 222-81

WHEREAS, the City of Dubuque, Iowa has passed, adopted and approved Ordinance No. 42-81, being an ordinance to grant a non-exclusive franchise to Teleprompter, Inc. of New York to erect, maintain and operate plants and systems for cable television within the City of Dubuque for a term of twenty (20) years; and

WHEREAS, Section 364.2 of the 1981 Code of Iowa provides that such an ordinance must be approved by the electorate of the City of Dubuque, Iowa at any City election;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the ordinance no. 42-81 granting Teleprompter, Inc. of New York a non-exclusive franchise to erect, maintain and operate plants and systems for cable television within the City of Dubuque, Iowa for a term of twenty (20) years be submitted to the electorate of the City of Dubuque, Iowa at an election to be held on September 8, 1981.

Section 2. That the Commissioner of Elections in and for Dubuque County, Iowa is requested to place on the ballot in the election to be held on September 8, 1981, the following proposition, to wit:

"Shall the City of Dubuque, Iowa adopt Ordinance No. 42-81 granting a twenty (20) year non-exclusive franchise to Teleprompter Inc. of New York to erect, maintain and operate plants and systems for cable television within the City of Dubuque, Iowa according to the terms and provisions of said ordinance."

Section 3. That copies of Ordinance No. 42-81 may be obtained at the office of the City Clerk, City Hall, 18th and Central Avenue, Dubuque, Iowa.

Passed, approved and adopted this 29th day of July, 1981.

D. Michael King  
Mayor

ATTEST:  
Mary A. Davis  
City Clerk

Council Member Felderman moved adoption of the Resolution. Seconded by Council Member Pratt. Carried by the following vote:

Yeas—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Communication of City Manager submitting Ordinances (2) pertaining to City Hall Municipal Metered Parking Lot, presented and read.

Council Member Felderman moved that the communication be received and filed. Seconded by Council Member Brady. Carried by the following vote:

Yeas—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

ORDINANCE NO. 43-81

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF DUBUQUE, IOWA, BY REPEALING SUBSECTION (5) OF SECTION 25-304 UNDER DIVISION 3, MUNICIPAL PARKING LOTS AND ENACTING A NEW SUBSECTION (5) OF SECTION 25-304 UNDER DIVISION 3, MUNICIPAL PARKING LOTS, TO CLARIFY THE DESIGNATION OF PARKING LOT NO. 5, AS SITUATED AT THE NORTHWEST CORNER OF 12TH & CENTRAL AVENUE, presented and read.

Council Member Felderman moved that the reading just had be considered the first reading of the Ordinance. Seconded by Council Member Brady. Carried by the following vote:

Yeas—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Council Member Felderman moved that the rule requiring an Ordinance to be received and filed at two meetings prior to the meeting when final action is taken, be dispensed with. Seconded by Council Member Brady. Carried by the following vote:

Yeas—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

ORDINANCE NO. 43-81

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF DUBUQUE, IOWA, BY REPEALING SUBSECTION (5) OF SECTION 25-304 UNDER DIVISION 3, MUNICIPAL PARKING LOTS AND

ENACTING A NEW SUBSECTION (5) OF SECTION 25-304 UNDER DIVISION 3, MUNICIPAL PARKING LOTS, TO CLARIFY THE DESIGNATION OF PARKING LOT NO. 5, AS SITUATED AT THE NORTHWEST CORNER OF 12TH AND CENTRAL AVENUE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Subsection (5) of Section 25-304 of the Code of Ordinances of the City of Dubuque, Iowa, be repealed, and a new Subsection (5) of Section 25-304 of the Code of Ordinances of the City of Dubuque, Iowa, be enacted in lieu thereof as follows:

**Sec. 25-304. Designated**

(5) Lot No. 5: The lot situated at the northwest corner of Twelfth Street and Central Avenue.

PASSED, ADOPTED AND APPROVED this 29th day of July, 1981.

D. Michael King  
MAYOR

ATTEST:

Mary A. Davis  
CITY CLERK

Published officially in the Telegraph Herald newspaper this 3rd day of August, 1981.

Mary A. Davis  
City Clerk

Council Member Felderman moved final adoption of the Ordinance. Seconded by Council Member Brady. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

**ORDINANCE NO. 44-81**  
AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF DUBUQUE, IOWA, BY REPEALING SUBSECTION (1) OF SECTION 25-307, SAME-TIME AND FEE SCHEDULE FOR SPECIFIC LOTS UNDER DIVISION 3, MUNICIPAL PARKING LOTS, AND ENACTING A NEW SUBSECTION (1) OF SECTION 25-307, SAME-TIME AND FEE SCHEDULE FOR SPECIFIC LOTS UNDER DIVISION 3, MUNICIPAL PARKING LOTS, presented and read.

Council Member Felderman moved that the reading just had be considered the first reading of the Ordinance. Seconded by Council Member Brady. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Council Member Felderman moved that the rule requiring an Ordinance to be received and filed at two meetings prior to the meeting when final action is taken, be dispensed with. Seconded by Council Member Brady. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

**ORDINANCE NO. 44-81**  
AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF DUBUQUE, IOWA, BY REPEALING SUBSECTION (1) OF SECTION 25-307. SAME-TIME AND FEE SCHEDULE FOR SPECIFIC LOTS UNDER DIVISION 3, MUNICIPAL PARKING LOTS, AND ENACTING A NEW SUBSECTION (1) OF SECTION 25-307. SAME-TIME AND FEE SCHEDULE FOR SPECIFIC LOTS UNDER DIVISION 3, MUNICIPAL PARKING LOTS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Code of Ordinances of the City of Dubuque, Iowa, be amended by repealing Subsection (1) of Section 25-307. Same-Time and Fee Schedule for Specific Lots, Under Division 3, Municipal Parking Lots, and adopting a new Subsection (1) of Section 25-307. Same-Time and Fee Schedule for Specific Lots, Under Division 3, Municipal Parking Lots, in lieu thereof as follows:

**Sec. 25-307. Same-Time and Fee Schedule for Specific Lots**

(1) On parking lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8, the amount of fee shall be displayed on each parking meter and shall indicate the period of time allowed for the particular United States coin deposited after meter has been placed in operation. The maximum parking time allowed shall be indicated on the parking meter assignable to the meter space to which it applies.

PASSED, APPROVED AND ADOPTED this 29th day of July, 1981.

D. Michael King  
MAYOR

ATTEST:

Mary A. Davis  
CITY CLERK

Published officially in the Telegraph Herald newspaper this 3rd day of August, 1981.

Mary A. Davis  
City Clerk

1t 8/3

Council Member Felderman moved final adoption of the Ordinance. Seconded by Council Member Brady. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

There being no further business, Council Member Farrell moved to adjourn. Seconded by Council Member Felderman. Carried by the following vote:

Yea—Mayor King, Council Members Brady, Farrell, Felderman, Pratt.

Nays—None.

Mary A. Davis  
City Clerk

Approved \_\_\_\_\_ 1981

Adopted \_\_\_\_\_ 1981

Council Members  
ATTEST:

City Clerk