

CHAPTER 112

TELEPHONE FRANCHISE

112.01 FRANCHISE. A decree entered in June 12, 1957, in Cause No. 13953, in the District Court of Iowa, in and for Greene County, entitled *Jefferson Telephone Company, plaintiff vs. City of Jefferson, Iowa, defendant*, recorded in Book 31, page 540, in the Judgment Entry Book, in the Clerk of the District Court Office, in Greene County, Iowa, states in part:

ORDER

It is therefore hereby ordered, adjudged and decreed that the plaintiff, Jefferson Telephone Company, is the owner and holder of a perpetual legislative franchise authorizing it to use the streets, alleys and public places of the City of Jefferson, Iowa, for its telephone lines and telephone system and that it is not required to obtain a municipality granted franchise from the City of Jefferson, Iowa.

o o o o o o o o o o

CHAPTER 113

CABLE TELEVISION FRANCHISE

113.01 Grant of Franchise	113.07 Police Powers
113.02 Compliance with Cable Franchise Regulations	113.08 Transfer of Franchise
113.03 System Design	113.09 Insurance Coverage
113.04 Capital Support Grant	113.10 Fair Competition
113.05 Cable Service to Public Buildings	113.11 Notices
113.06 Franchise Nonexclusive	

113.01 GRANT OF FRANCHISE.

1. Franchise Agreement. This franchise agreement (this “franchise”) is between the City of Jefferson (hereinafter referred to as the “City” or “Grantor”) and Jefferson Telephone Company (hereinafter referred to as the “Grantee”). The City, having determined that the financial, legal and technical ability of the Grantee is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, desires to enter into this franchise agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

2. Term of Franchise. Jefferson Telephone Company, its successors and assignees, are hereby granted a renewal of their nonexclusive right, franchise and authority for a period of fifteen (15) years[†] to erect, maintain and operate a cable system in the City and to sell and supply individuals, firms and corporations within the corporate limits of the City cable service in, along, among, upon, across, above, over, under or in any manner connected with public ways within the service area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain in, on, over, under, upon, across or along any public way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the cable system, subject to the conditions and restrictions provided and subject to the cable franchise regulatory ordinance (adopted August 8, 2005) codified in Chapter 114 of this Code of Ordinances and all applicable law of the State and the United States of America.

113.02 COMPLIANCE WITH CABLE FRANCHISE REGULATIONS.

The Grantee shall comply with all of the conditions and provisions of the cable

[†] **EDITOR’S NOTE:** Ordinance No. 486, adopting the cable television franchise for the City, was passed and adopted on August 8, 2005, and will expire on September 15, 2020.

television regulatory ordinance, codified in Chapter 114 of this Code of Ordinances, unless an exemption or modification is so specified in this franchise agreement.

1. The Grantee shall be exempted from compliance with the following sections of Chapter 114.
 - A. 114.07 – Application for Franchise
 - B. 114.09 (20) – Customer Handbook
 - C. 114.09 (23) – Identification of Employees
 - D. 114.10 (5) – Access Equipment and Facilities Fee
 - E. 114.12 (5) – Pattern of Complaints
 - F. 114.12 (8) – City Administrator/Grantee Annual Meetings
 - G. 114.14 (8) – Security Fund
 - H. 114.14 (9) – Faithful Performance Bond
 - I. 114.14 (10) – Violations and Penalties
2. No future transferees or assignees of this franchise agreement shall be so exempt from the sections of the regulatory ordinance listed in this section. Therefore, these exemptions shall only apply to the Jefferson Telephone Company.

113.03 SYSTEM DESIGN.

1. Channels of Programming. As of the effective date of this franchise, the Grantee will make available a minimum of fifty-seven (57) channels of programming on the basic service levels, excluding any lifeline package.
2. Live Broadcast Sites. The Grantee shall provide an “upstream capability” to allow live broadcast on or before September 30, 2005, on the government channel from the Jefferson City Hall.
3. Access Channels. The Grantee shall provide at least two (2) dedicated channels for (i) educational and (ii) governmental use. For the purposes of this requirement, a channel dedicated for “governmental use” shall include any public leased access channel which, as part of its arrangement with Grantee, carries governmental programming as broadcast by the City and County. In the event that any such leased access channel terminates its operations or otherwise ceases to carry governmental programming, Grantee shall have six (6) months to make an additional channel available for governmental use.
4. Emergency Alert Override System. The Grantee shall incorporate into its facilities, the capability for an emergency override audio alert

whereby a designee of the City, in times of emergency, may introduce an audio message on all channels simultaneously. The Grantee will install a back-up generator at its headend that will provide the needed power to generate the headend in the event of a power outage. The Grantor shall hold the Grantee, its agents, employees, officers and assigns hereunder, harmless by the Grantor, including, but not limited to, reasonable attorney's fees and costs.

5. Cable Outlets. The cable system shall be designed to allow each subscriber drop to provide service to three (3) television outlets.

113.04 CAPITAL SUPPORT GRANT. Pursuant to this franchise, Grantee has provided a grant of \$51,729 in support of educational access programming, equipment and facilities. The City acknowledges receipt of such grant as adequate financial support for public, educational and governmental access programming, equipment and facilities for the full term of this franchise.

113.05 CABLE SERVICE TO PUBLIC BUILDINGS. The Grantee shall at its sole cost, install and maintain basic and expanded basic cable service without any user or service charge or rates in such buildings owned or used by the City, County or Jefferson-Scranton Community School District, and in such buildings owned or used by said authorities within the City, both public and private, as may be designated by the governing body having jurisdiction thereof. Such subscriber terminals shall be placed in locations within such buildings as may be designated by the governing body having jurisdiction thereof. Initially, this shall include at the time service begins to the residents of the City one subscriber terminal each at the following locations:

1. Jefferson City Hall
2. Jefferson Public Library
3. Greene County Law Enforcement Center
4. Jefferson - Scranton High School
5. Jefferson - Scranton Middle School
6. Jefferson Elementary School
7. Jefferson South Grade School
8. Greene County Medical Center
9. Greene County Community Center

This section and provisions shall apply only to those buildings within four hundred (400) feet of Grantee's system. Nothing in this section is intended or shall be construed to require Grantee to provide service to any building or part of any building used or leased for a private benefit or commercial purpose.

113.06 FRANCHISE NONEXCLUSIVE. Consistent with the requirements of this franchise ordinance, this franchise shall not be construed as any limitation upon the right of the Grantor to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Grantor specifically reserves the right to grant at any time during the term of this franchise or renewal thereof, if any, such additional franchises for a cable system as it deems appropriate.

113.07 POLICE POWERS. In accepting this franchise, Grantee acknowledges that its rights hereunder are subject to the police powers of the Grantor to adopt and enforce general ordinances necessary for the safety and welfare of the public and it agrees to comply with all applicable general laws and ordinances enacted by the Grantor pursuant to such powers.

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

113.09 INSURANCE COVERAGE. The Grantee shall provide a certificate of insurance designating the Grantor as an "additional insured. The Grantee shall maintain and provide to the Grantor proof of public liability insurance for not less than the following amounts:

\$2,000,000 – Any 1 Occurrence, Bodily Injury or Property Damage
\$2,000,000 – Products/Completed Operations Annual Aggregate
Liability
\$2,000,000 – General Aggregate
\$1,000,000 – Subcontractor Limits

113.10 FAIR COMPETITION. The City shall not enter into or renew any additional or existing franchise for cable television or video programming service on terms or conditions more favorable or less burdensome than those applied to the Grantee pursuant to this franchise. Without limiting the foregoing, no additional franchise for cable television or video programming service shall include more favorable or less burdensome terms and conditions than those in this franchise pertaining to (a) the area served; (b) public, educational and

governmental access requirements and capital support grants; and (c) franchise fees.

113.11 NOTICES. Unless expressly otherwise agreed between the parties, every notice or response required by this franchise to be served upon the Grantor or the Grantee shall be in writing and shall be deemed to have been duly given to the required party ten (10) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid. The notices or responses to the Grantor and Grantee shall be addressed as follows:

Grantor:

City Clerk
City of Jefferson
220 Chestnut Street
Jefferson, Iowa 50129

Grantee:

Jefferson Telephone Company
105 West Harrison
PO Box 269
Jefferson, Iowa 50129

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