

## FRANCHISES AND OTHER SERVICES

### TABLE OF CONTENTS

|                                                  |       |
|--------------------------------------------------|-------|
| CHAPTER 110 — NATURAL GAS FRANCHISE.....         | 435 ✓ |
| CHAPTER 111 — ELECTRIC FRANCHISE.....            | 439   |
| CHAPTER 112 — CABLE TELEVISION FRANCHISE .....   | 441 ✓ |
| CHAPTER 113 — CABLE TELEVISION REGULATIONS ..... | 443 ✓ |
| CHAPTER 115 — CEMETERY .....                     | 453 ✓ |

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## CHAPTER 110

### NATURAL GAS FRANCHISE

110.01 Franchise Granted  
110.02 Excavation of Streets  
110.03 Other Improvements  
110.04 Operation Standards  
110.05 Power and Authority of City

110.06 Quality  
110.07 Indemnification  
110.08 Default  
110.09 Term of Franchise

**110.01 FRANCHISE GRANTED.** Peoples Natural Gas Company, Division of InterNorth, Inc., its lessees, successors and assigns, hereinafter referred to as Grantee, are hereby granted a nonexclusive authority for a period of twenty-five (25) years to erect, construct, maintain and operate a gas distribution system, and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining, in, upon, over, across and along the streets, alleys, bridges and public places in the City for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in the City for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of the City to other cities and customers.

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

**110.03 OTHER IMPROVEMENTS.** The Grantee in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City and in laying and installing mains, services, piping and related appurtenances and equipment, shall not in any manner interfere with or injure any improvement which the City

now has or may hereafter have upon any of its streets, alleys, highways or public places.

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

**110.05 POWER AND AUTHORITY OF CITY.** Grantee agrees for and on behalf of itself, its lessees, successors and assigns that all authority and rights in this chapter contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the City to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of the City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

**110.06 QUALITY.** The Grantee shall, at all times, maintain an adequate pressure and supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in the rules and regulations relating thereto in effect and on file from time to time with the State Utilities Board or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in the appropriate rules and regulations, the rate then in effect shall be automatically and correspondingly lowered and reduced during any period or periods of time in which such lower

British Thermal Unit value shall be furnished. The City shall have the privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

**110.07 INDEMNIFICATION.** The Grantee shall hold the City harmless from any and all claims, litigation or damage arising out of the passage of the ordinance codified by this chapter or of the construction, erection, installation, maintenance or operation of its properties operated by authority of this chapter within the corporate limits of the City or the negligence of its employees in the operation thereof, including the Court costs and reasonable attorney fees in making defense against such claims. A copy of the process served upon the City shall be served by the City upon the Grantee. The Grantee shall have the right to defend in the name of the City and to employ counsel for such purpose.

**110.08 DEFAULT.** If the Grantee is in default in the performance of any of the terms and conditions of this chapter and shall continue in default for more than thirty (30) days after receiving notice from the City of such default, the City may, by ordinance duly passed and adopted, terminate all rights granted under this chapter to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State for the service of original notices in civil actions.

**110.09 TERM OF FRANCHISE.** The right and authority herein granted shall be nonexclusive and shall be and continue for a period of twenty-five (25) years from and after the effective date of the ordinance codified by this chapter.

**EDITOR'S NOTE**

Ordinance No. 211 adopting a gas franchise for the City was passed and adopted on March 5, 1984.

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## **CHAPTER 111**

### **ELECTRIC FRANCHISE**

#### **111.01 Franchise Granted**

#### **111.02 Regulatory Power of City**

**111.01 FRANCHISE GRANTED.** Iowa Power and Light Company, a corporation, its successors or assigns are hereby granted and vested with the right, franchise and privilege for a period of twenty-five (25) years from and after the adoption and approval of the ordinance codified by this chapter, as provided by law, to acquire, construct, operate and maintain in the City the necessary facilities for the production, distribution, transmission and sale of electric energy for public and private use and to construct and maintain along, upon, across, and under the streets, highways, avenues, alleys, bridges and public places the necessary fixtures and equipment for such purposes.

**111.02 REGULATORY POWER OF CITY.** The franchise shall not be exclusive and shall not restrict in any manner the right of the City Council or any other governing body of the City in the exercise of any regulatory power which it may now have or hereafter be authorized or permitted by the laws of the State.

#### **EDITOR'S NOTE**

Ordinance No. 158 adopting an electric franchise for the City was passed and adopted on February 10, 1973.

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## CHAPTER 112

### CABLE TELEVISION FRANCHISE

#### 112.01 Franchise Granted

#### 112.02 Sale or Assignment

**112.01 FRANCHISE GRANTED.** A nonexclusive right is hereby granted to Midwest Cablevision, Inc. (hereinafter "Grantee"), its successors and assigns, to establish, construct, operate, maintain, repair, replace, renew, reconstruct, and remove a cable television system across public property in the City limits for a term of fifteen (15) years, in accordance with the laws and regulations of the United States of America and the State of Iowa and the ordinances and regulations of the City, including the nonexclusive right, privilege and authority:

1. To sell and supply audio and video communication service to persons within the City;
2. To use public property within the City;
3. To engage in such further activities within the City as may now or hereafter be consistent with the generally accepted principles and applicable to the operation of a cable television system.

**112.02 SALE OR ASSIGNMENT.** The Grantee shall not assign or transfer any right granted under this chapter to any other person, company, or corporation without the prior consent of the Council, which consent shall not be unreasonably withheld, provided that the Grantee shall have the right to assign the franchise to a corporation wholly owned by the Grantee or to a limited partnership of which the Grantee is a general partner without prior consent of the City.

#### EDITOR'S NOTE

Ordinance No. 166 adopting a cable television franchise for the City was passed and adopted on February 8, 1980.

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## CHAPTER 113

### CABLE TELEVISION REGULATIONS

|                                                               |                                                                                              |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 113.01 Definitions                                            | 113.22 Channel Capacity and Performance                                                      |
| 113.02 Use of Property                                        | 113.23 Installation and Maintenance of Subscriber<br>Terminals in City Buildings and Schools |
| 113.03 Taxes                                                  | 113.24 Telecast of Educational Activities                                                    |
| 113.04 Insurance                                              | 113.25 Program Alteration                                                                    |
| 113.05 Repairs                                                | 113.26 Subscriber Rates and Charges                                                          |
| 113.06 Hold Harmless                                          | 113.27 Service Rules and Regulations                                                         |
| 113.07 Assignment                                             | 113.28 Service Agreements                                                                    |
| 113.08 Insolvency of Grantee                                  | 113.29 Payments to City                                                                      |
| 113.09 Default of Grantee                                     | 113.30 Complaints and Grievances                                                             |
| 113.10 Termination                                            | 113.31 Injury to Property of Grantee                                                         |
| 113.11 Compliance with Applicable Laws                        | 113.32 Intercepting Signals of Grantee                                                       |
| 113.12 Installation and Maintenance of Property of<br>Grantee | 113.33 Filing of Reports                                                                     |
| 113.13 Interference                                           | 113.34 Filing of Maps and Plats                                                              |
| 113.14 Installation of Cables                                 | 113.35 Filing of Communications with Regulatory<br>Agencies                                  |
| 113.15 Restoration of Ground Surface                          | 113.36 Access                                                                                |
| 113.16 Alteration of Grade                                    | 113.37 Discrimination Prohibited                                                             |
| 113.17 Temporary Removal of Cables                            | 113.38 Other Business Activities Prohibited                                                  |
| 113.18 Tree Trimming                                          | 113.39 Arbitration                                                                           |
| 113.19 Line Extensions                                        | 113.40 Reservations                                                                          |
| 113.20 Service Requirements                                   |                                                                                              |
| 113.21 Performance Standards                                  |                                                                                              |

**113.01 DEFINITIONS.** The following words and phrases, when used herein, shall, for the purposes of this chapter, have the meanings ascribed to them in this section:

1. "Cable television system" means any facility that, in whole or in part, receives directly, or indirectly over the air, and amplifies or otherwise modifies the signals transmitting programs broadcast by one or more television or radio stations and distributes such signals, by wire or cable, to subscribing members of the public who pay for such services.
2. "Channel" means the segment of the electromagnetic spectrum to which a source of television transmission is assigned.
3. "FCC" means the Federal Communications Commission.
4. "Franchise" means the rights, privileges, and authority granted by the City to the Grantee hereunder and includes all of the terms and conditions of this chapter.
5. "Grantee" means Midwest Cablevision, Inc., a corporation organized and existing under the laws of the State, its successors and assigns. When the context so requires, the term "Grantee" means and includes the Grantee, its officers, agents, employees, servants and independent contractors.

6. "Private property" means all property, real, personal or mixed, owned by a private person, including property owned by a public utility not owned or operated by the City.

7. "Property of the Grantee" means all property, real, personal or mixed, owned or used by the Grantee however arising from or related to or connected with the franchise.

8. "Public property" means all property, real or personal or mixed, owned or used by the City, including property owned or used by a public utility owned or operated by the City.

**113.02 USE OF PROPERTY.** The Grantee may use public property within the City and, with the written consent of the owner thereof, private property within the City, in furtherance of such activities within the City as may now or hereafter be consistent with generally accepted principles applicable to the operation of a cable television system subject, however, to the following restrictions:

1. Laws and Regulations. The Grantee shall comply with all governmental laws, ordinances, rules or regulations as may now or hereinafter be applicable thereto.

2. Restrictions. The Grantee shall not use or occupy or permit public property or private property to be used or occupied or do or permit anything to be done on or about public property or private property which will, in any manner:

- A. Impair the owner's interest in or title thereto;
- B. Impair any mortgage or lease as may now or hereinafter be applicable thereto;
- C. Adversely affect the then value or character thereof;
- D. Cause or be likely to cause structural damage thereto, or any part thereof;
- E. Cause or be likely to cause any damage or injury to any utility service available thereto;
- F. Create a public or private nuisance, cause any offensive or obnoxious vibrations, noise, odor or undesirable effect or interfere with the safety, comfort or convenience of the owner thereof, and persons lawfully on or about the same;
- G. Violate the rules, regulations and requirements of any person furnishing utilities or services thereto; or

H. Make void or voidable any insurance then in force affecting the same or cause an increase in the rates applicable thereto.

**113.03 TAXES.** The Grantee shall pay all real estate taxes, special assessments, personal property taxes, license fees, permit fees and other charges of a like nature which may be taxed, charged, assessed, levied, or imposed upon the property of the Grantee and upon any services rendered by the Grantee.

**113.04 INSURANCE.** The Grantee shall, at all times during the term of the franchise, carry and require their contractors to carry:

1. General Liability. Insurance in such forms and in such companies as shall be approved by the City to protect the City and Grantee from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of any structure, equipment or appliance. The amount of such insurance shall be not less than \$100,000 as to any one person, \$300,000 as to any one occurrence for injury or death to persons, and \$100,000 for damages to property, with so-called umbrella coverage of at least \$1,000,000.
2. Worker's Compensation. Worker's Compensation Insurance as provided by the laws of the State of Iowa, as amended.
3. Automobile. Automobile Insurance with limits of not less than \$100,000/\$300,000 of public liability coverage and automobile property damage insurance with a limit of not less than \$100,000 covering all automotive equipment, with so-called umbrella coverage of at least \$1,000,000.
4. Notice of Cancellation. All of said insurance coverage shall provide a ten (10) day notice to the City in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective.
5. Copies Filed. Copies of all insurance policies required hereunder shall be furnished to and filed with the City prior to the commencement of operations or the expiration of prior policies, as the case may be.
6. Defense Costs. The Grantee shall pay all reasonable expenses incurred by the City in defending itself with regard to all damages, penalties or other claims resulting from the acts of the Grantee, its assigns, employees, agents, invitees, or other persons. Said expenses shall include all out-of-pocket expenses such as attorney's fees, and shall

include the value of any service rendered by the City Attorney or any other officers or employees of the City.

**113.05 REPAIRS.** During the term of the franchise, the Grantee shall, at its own expense, make all necessary repairs and replacements to the property of the Grantee. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as non-structural, shall be made promptly, as and when needed.

**113.06 HOLD HARMLESS.** During the term of the franchise, the Grantee absolutely assumes and agrees to pay the City for, and the Grantee forever agrees to indemnify the City against, and agrees to hold and save the City harmless from, any and all damage, injury, costs, expenses, liability, claims, settlements, judgments, decrees and awards of every kind and nature whatsoever, including attorney's fees, costs and disbursements, that may ever be claimed against the City by any person whatsoever, or an account of any actual or alleged loss, damage or injury to any property or person whatsoever, however arising from or related to or connected with, directly or indirectly, (a) injury to or death of any person, or loss, damage or injury to any property of the Grantee, and/or (b) the non-observance by the Grantee of the provisions of any laws, statutes, ordinances, resolutions, regulations or rules duly promulgated by any governmental entity which may be applicable directly or indirectly, to rights, privileges, and authority, and the obligations and liabilities, assumed by the Grantee under the franchise, and/or (c) the non-observance by the Grantee of any of the terms and conditions of the franchise, and/or (d) the granting of the franchise.

**113.07 ASSIGNMENT.** The Grantee shall not assign or transfer any right granted under this chapter to any other person, company, or corporation without prior consent of the City Council, which consent shall not be unreasonably withheld, provided that the Grantee shall have the right to assign the provisions of this chapter to a corporation wholly owned by the Grantee, or to a limited partnership of which the Grantee is a general partner, without prior consent of the City.

**113.08 INSOLVENCY OF GRANTEE.** In the event that the Grantee shall become insolvent, or be declared a bankrupt, or the property of the Grantee shall come into the possession of any receiver, assignee or other officer acting under an order of court, and any such receiver, assignee or other such officer shall not be discharged within sixty (60) days after taking possession of such property, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee.

**113.09 DEFAULT OF GRANTEE.** In the event the Grantee shall fail to comply with any of the terms and conditions of the franchise within thirty (30) days after receipt of notice in writing from the City specifying the failure or default, the City may, at its option, terminate the franchise by giving written notice thereof to the Grantee. This section shall not apply to failures or defaults beyond the reasonable control of the Grantee.

**113.10 TERMINATION.** Upon termination of the franchise for any cause, the Grantee shall remove the property of the Grantee from all public property and private property within the City and shall return such public property and private property to the owner thereof in the same condition as when the property of the Grantee was placed thereon, ordinary wear and tear excepted.

**113.11 COMPLIANCE WITH APPLICABLE LAWS.** During the term of the franchise, the Grantee shall comply with all governmental laws, ordinances, rules or regulations as may now be hereinafter applicable to the construction, operation, maintenance, repair, replacement, renewal, reconstruction, and removal of a cable television system, the sale and supply of audio and video communications services, the use of public property and private property and the engagement in such further activities as may now or hereinafter be consistent with generally accepted principles applicable to the operation of a cable television system. Any modifications to Section 76.31 of Subpart C of the Regulations of the FCC applicable to the cable television system shall be incorporated into the franchise by amendment of this chapter within one (1) year of the effective date of such modification, or at the time of renewal of the franchise, whichever occurs first. The Grantee shall notify the City, in writing, of any such modification to Section 76.31 of Subpart C of the Regulations of the FCC, within ninety (90) days of such modification.

**113.12 INSTALLATION AND MAINTENANCE OF PROPERTY OF THE GRANTEE.** During the term of the franchise, the property of the Grantee shall be constructed, operated, maintained, repaired, replaced, renewed, reconstructed, and removed in accordance with generally accepted engineering principles so as not to endanger or interfere with the lives of persons or to interfere with improvements which the City may deem proper to make or to unnecessarily hinder or obstruct pedestrian or vehicular traffic or use of public property or private property.

**113.13 INTERFERENCE.** The Grantee's cable television system shall be so designed, engineered and maintained so as not to interfere with the radio and television reception of persons who are not subscribers of the Grantee.

**113.14 INSTALLATION OF CABLES.** The Grantee shall have the right, privilege, and authority to lease, rent or in any other manner obtain the use of wooden poles with overhead lines, conduits, trenches, ducts, lines, cables, and other equipment and facilities from any and all holders of public licenses and franchises within the City, and to use such poles, conduits, trenches, ducts, lines, and cables in the course of its business. The Grantee shall install its cable on the existing poles owned by other holders of public licenses and franchises with the City whenever possible for the installation of its cable. When installation of cable on poles is insufficient, or when holders of other public licenses or franchises have both installed underground cable, then in that event, the cable used by the Grantee shall be installed underground.

**113.15 RESTORATION OF GROUND SURFACE.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk, driveway, or surface of any street or alley disturbed, in as good a condition as before said work was commenced.

**113.16 ALTERATION OF GRADE.** In the event that during the term of the franchise, the City shall elect to alter or change the grade of any street, alley, or public way, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

**113.17 TEMPORARY REMOVAL OF CABLES.** The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its cables to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of cables shall be paid by the person requesting the same and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than five (5) days advance notice to arrange for such temporary cable changes.

**113.18 TREE TRIMMING.** The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the cables of the Grantee. All trimming shall be done at the expense of the Grantee.

**113.19 LINE EXTENSIONS.** It shall be the obligation of the Grantee to serve all residents of the City except to the extent that density of homes, adverse terrain or other factors render providing service impracticable, technically unfeasible or economically non-compensatory. For purposes of determining compliance with the provisions of this section, and to provide for a reasonable

and non-discriminatory policy governing extensions of cable service within the City, Grantee shall extend service to new subscribers at the normal installation charge and monthly rate for customers of that classification where there is an average of eighty (80) homes per each linear mile of new cable construction. In the event the requirements of this preceding section are not met, extensions of service shall be required only on a basis which is reasonable and compensatory.

**113.20 SERVICE REQUIREMENTS.** During the term of the franchise, the Grantee shall furnish reasonable, adequate and efficient cable television service to subscriber terminals.

**113.21 PERFORMANCE STANDARDS.** The Grantee shall produce a picture in black and white or in color that is of high quality accompanied by proper sound on typical standard television sets in good repair. The Grantee shall also transmit signals of adequate strength to produce good pictures with good sound at all subscriber terminals throughout the City without causing cross modulation in the cables or interfering with other electrical or electronic systems.

**113.22 CHANNEL CAPACITY AND PERFORMANCE.** During the term of the franchise, the cable television system of the Grantee shall conform to the channel capacity and performance requirements contained in the then current regulations of the FCC.

**113.23 INSTALLATION AND MAINTENANCE OF SUBSCRIBER TERMINALS IN CITY BUILDINGS AND SCHOOLS.** During the franchise, the Grantee shall at its sole cost, install and maintain one subscriber terminal in the existing City Hall, one in the existing high school building, and one in the existing grade school building in the City. Such subscriber terminals shall be placed in such location within such buildings as may be designated by the governing body having jurisdiction thereof. This provision is meant to apply only to those buildings accessible to Grantee's system.

**113.24 TELECAST OF EDUCATIONAL ACTIVITIES.** The Grantee shall not cablecast, tape, reproduce or otherwise convey to its subscribers the activities of any recognized educational authority, public or private, without the written consent of the governing body of such authority.

**113.25 PROGRAM ALTERATION.** Any signal received by the Grantee from a television broadcast station shall be cablecast by the Grantee in its entirety, as received, without alteration.

**113.26 SUBSCRIBER RATES AND CHARGES.** All rates for service shall be reasonable, compensatory and nondiscriminatory. Except as otherwise provided in the franchise, the Grantee shall have the right, privilege and authority to change the rates and charges.

**113.27 SERVICE RULES AND REGULATIONS.** The Grantee shall have the right to prescribe reasonable service rules and regulations and operating rules for the conduct of its business. Such rules and regulations shall be consistent with the terms and conditions of the franchise. The Grantee shall file such rules and regulations, and all amendments thereto, with the City.

**113.28 SERVICE AGREEMENTS.** The Grantee shall have the right to prescribe a reasonable form of service agreement for use between the Grantee and its subscribers. Such service agreement shall be consistent with the terms and conditions of the franchise.

**113.29 PAYMENTS TO CITY.** The Grantee shall, during the first year of operation under the franchise, pay to the City three percent (3%) of its annual "basic monthly cable television service" revenue for service rendered to customers located within the City; thereafter the fee shall be one percent (1%) as calculated above. All payments as required by the Grantee to the City shall be made annually and shall be due forty-five (45) days after the close of the year.

**113.30 COMPLAINTS AND GRIEVANCES.** During the term of the franchise, the Grantee shall maintain an office or designated agent within the City for the purpose of receiving, investigating and responding to the complaints and grievances with respect to the quality of the service rendered by the Grantee, equipment malfunctions and other similar matters pertaining to the cable television system of the Grantee. Any person having a grievance or complaint may file a grievance or complaint with the Council in writing by filing the same with the Clerk. Upon receiving the written complaint, the Clerk shall give notice to the Grantee by mailing the Grantee a copy of said complaint. The Clerk will also set the matter to be heard before the Council at its regular meeting not less than fifteen (15) days or more than sixty (60) days from receipt of said complaint.

**113.31 INJURY TO PROPERTY OF THE GRANTEE.** No person shall wrongfully or unlawfully injure the property of the Grantee.

**113.32 INTERCEPTING SIGNALS OF THE GRANTEE.** No person shall wrongfully or unlawfully intercept the signals of the Grantee.

**113.33 FILING OF REPORTS.** On or before April 1 of each year, the Grantee shall file with the City copies of FCC Forms required by FCC regulations.

**113.34 FILING OF MAPS AND PLATS.** On or before April 1 of each year, the Grantee shall file with the City maps and plats showing the location and nature of all new property or changes of the Grantee within the City as of the end of the calendar year.

**113.35 FILING OF COMMUNICATIONS WITH REGULATORY AGENCIES.** The Grantee shall file with the City, copies of all petitions, applications and communications submitted by the Grantee to any regulatory agency having jurisdiction over the Grantee.

**113.36 ACCESS.** The Grantee shall and does hereby grant to the City the right to enter upon the property of the Grantee, upon reasonable notice, at any and all reasonable times to inspect the same for purposes pertaining to the rights of the City.

**113.37 DISCRIMINATION PROHIBITED.** The Grantee shall not grant any undue preference of advantage to any person, nor subject any person to prejudice or disadvantage with respect to rates, charges, services, service facilities, rules, regulations, or in any other respect.

**113.38 OTHER BUSINESS ACTIVITIES PROHIBITED.** During the initial term of the franchise, or any extension thereof, the Grantee shall not engage in the business of selling, leasing, renting or servicing television or radio receivers, or their parts and accessories, and the Grantee shall not require or attempt to direct its subscribers to deal with any particular person or firm with respect to said activities.

**113.39 ARBITRATION.** Any controversy between the City and the Grantee regarding the rights, duties and liabilities of either party under the franchise shall be settled by arbitration. This section shall not apply to termination proceedings under the Section 113.10. Such arbitration shall be before three (3) disinterested arbitrators, one named by the City, one named by the Grantee, and one named by the two thus chosen, who shall chair the arbitration committee. The decision of the arbitrators shall be conclusive and shall be enforced in accordance with the laws of the State.

**113.40 RESERVATIONS.** The right is reserved to the Council or its successor or equivalent to adopt, in addition to the provisions contained herein

and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power.

## CHAPTER 115

### CEMETERY

|                                       |                                                |
|---------------------------------------|------------------------------------------------|
| 115.01 Cost of Lots                   | 115.09 Disinterments                           |
| 115.02 Transfer or Assignment of Lots | 115.10 Cost of Opening or Closing Graves       |
| 115.03 Surrender and Repayment        | 115.11 Fences, Curbs or Walls                  |
| 115.04 Lot Owner's Agent              | 115.12 Monuments, Grave Markers and Headstones |
| 115.05 Reversion to City              | 115.13 Care of Graves                          |
| 115.06 Compliance with Regulations    | 115.14 Perpetual Care                          |
| 115.07 Burial Permit Required         | 115.15 Police Powers                           |
| 115.08 Grave Placement                | 115.16 Cemetery Fund                           |

**115.01 COST OF LOTS.** Titles to cemetery lots shall be obtained by conveyance from the City when the amount therefor has been paid in full and the perpetual care for said lot has been paid. The Clerk shall keep a record of all conveyances and a record of lot ownership. All lots sold shall be with full perpetual care included in the purchase price which shall be as follows:

1. The cost of a full lot is one hundred dollars (\$100.00), with perpetual care therefor of one hundred dollars (\$100.00), making the total cost of two hundred dollars (\$200.00).
2. The cost of a half lot is fifty dollars (\$50.00), with perpetual care of fifty dollars (\$50.00), making a total of one hundred dollars (\$100.00).

**115.02 TRANSFER OR ASSIGNMENT OF LOTS.** No transfer or assignment of any lot, or any interest in any lot, shall be valid without the consent in writing of the Clerk, which must be endorsed on such transfer or assignment. Proprietors of any lot shall not allow interments to be made on their lots for any remuneration, and said proprietors shall not be allowed to sell a lot or portion thereof for a price higher than the price established by the City for sale of lots.

**115.03 SURRENDER AND REPAYMENT.** The Council may, at any time, and at its option, accept the surrender of any lot or unoccupied portion of any lot, repaying the lot owner a sum not exceeding the price paid for said lot or part of lot when originally purchased.

**115.04 LOT OWNER'S AGENT.** In the event the owner of any lot is a nonresident or in the event of the death of an owner, it shall be the duty of said owner's heirs at law to appoint, by written instrument to be filed with the Clerk, an agent who shall control interments on said lot, and in default of such appointment, the Clerk or Council may recognize any relative or family friend



AMEND CHAPTER 115 CEMETERY, CHAPTER 115.12 to add. Perpetual Care Fund Deposits: The Hamburg Cemetery shall set aside and deposit in the care fund an amount equal to or greater than fifty dollars or twenty percent of the gross selling price received for each sale of interment rights, whichever is more. Also all deposits and or any contributions to the perpetual care cemetery fund cannot be withdrawn from the trust once deposited.



115.09 COST OF OPENING OR CLOSING GRAVES. The cost of opening and closing graves for interment is hereby fixed by funeral director and payable to him/her. He/she is responsible for collecting the money prior to opening the graves.

115.10 FENCES, CURBS OR WALLS. No fence, curb, wall or copying of any character shall be permitted to erect on any burial lot.

115.11 MONUMENTS, GRAVE MARKERS AND HEADSTONES.

1. All monuments, grave markers and headstones must be set within the cemetery lot of the owner. Before foundations for monuments, markers, headstones and lot corners are constructed, a permit must be first obtained from the Clerk. Adequate foundations for monument markers and headstones must be made, having due regard for the size of the proposed structure, character of the soil and the surrounding graves, and the base of the monuments or other structure shall rest directly upon the foundations as laid.
2. The proprietors of lots are prohibited from raising or depressing the surface of same above or below surrounding ground except by special permission of the Council.
3. No trees, shrubs or flower beds shall be set out unless special permission is granted therefor by the Council and the Council shall only act granting such permission after it has conferred with the cemetery sexton.

115.12 PERPETUAL CARE. Perpetual care is fixed at sixty dollars (\$60.00) for one half lot and one hundred dollars (\$120.00) for a full lot. The perpetual care shall be collected at the time of the sale of any cemetery lot by the Clerk. If perpetual care has not been paid on a lot which had been previously sold, said perpetual care shall be paid before any burial permit is issued for said lot.

115.13 POLICE POWERS. The sexton or any person employed by the city for cemetery work has the power to arrest anyone for the violation of any of the provisions of this chapter.

