

## CHAPTER 110

# NATURAL GAS FRANCHISE

110.01 Grant of Franchise

110.02 State Code Restrictions and Limitations

110.03 Excavations

110.04 Relocation of Property

110.05 Restoration of Property

110.06 Indemnification

110.07 Extension of System

110.08 Standards of Operation

110.09 Police Regulations

**110.01 GRANT OF FRANCHISE.** There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called “Company,” and to its successors and assigns the right and franchise to acquire, construct, erect, maintain and operate in the City a gas distribution system, to furnish natural gas along, under and upon the streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of the ordinance codified in this chapter.

**110.02 STATE CODE RESTRICTIONS AND LIMITATIONS.** The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa.

**110.03 EXCAVATIONS.** The Company shall have the right to excavate in any public street for the purpose of laying, re-laying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to interfere with the construction of any water pipes, drain or sewer or the flow of water therefrom, which have been or may hereafter be located by authority of the City.

**110.04 RELOCATION OF PROPERTY.** The Company shall, at its cost and expense, locate and relocate its installations in, on, over or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City has a reasonable alternative route for the street, alley or public improvements, which alternative route would not cause the relocation of the Company installations, the City shall select said alternative route. If relocation of the Company facilities could be avoided by relocating other franchisee’s or facility user’s equipment and facilities, and said other franchisee’s or user’s cost of relocation is less than the Company’s cost of relocation, the City will select the route that requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

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

**110.06 INDEMNIFICATION.** Company shall indemnify and save harmless City from any and all claims, suits, losses, damages, costs or expenses on account of injury or damage to any person or property, caused or occasioned, or allegedly caused or occasioned, in whole or in part, by Company's negligence in construction, reconstruction, excavation, operation or maintenance of the gas utilities authorized by the franchise, provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

**110.07 EXTENSION OF SYSTEM.** The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

**110.08 STANDARDS OF OPERATION.** During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent with applicable Iowa laws and regulations.

**110.09 POLICE REGULATIONS.** All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

**EDITOR'S NOTE**

Ordinance No. 242 adopting a gas franchise for the City was passed and adopted on May 11, 1999.

## CHAPTER 111

# ELECTRIC FRANCHISE

111.01 Grant of Franchise

111.02 State Code Restrictions and Limitations

111.03 Excavations; Trimming Trees

111.04 Relocation of Property

111.05 Restoration of Property

111.06 Indemnification

111.07 Utilities Board Regulations

111.08 Standards of Operation

111.09 Police Regulations

**111.01 GRANT OF FRANCHISE.** There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called “Company,” and to its successors and assigns the right and franchise to acquire, construct, erect, maintain and operate in the City a system for the transmission and distribution of electric energy along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell electric energy to the City and its inhabitants. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of the ordinance codified in this chapter.

**111.02 STATE CODE RESTRICTIONS AND LIMITATIONS.** The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa.

**111.03 EXCAVATIONS; TRIMMING TREES.** The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories, as well as to excavate and bury conductors for the distribution of electric energy in and through the City, but all said conduits and poles shall be placed as not to interfere with the construction of any water pipes, drain or sewer, or the flow of water therefrom, which have been or may hereafter be located by authority of the City. The Company is authorized and empowered to cut and trim at its expense any trees extending into any street, alley or public ground so as to prevent limbs or branches from interfering with the wires and facilities of the Company.

**111.04 RELOCATION OF PROPERTY.** The Company shall, at its cost and expense, locate and relocate its installations in, on, over or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City has a reasonable alternative route for the street, alley or public improvements, which alternative route would not cause the relocation of the Company installations, the City shall select said alternative route. If relocation of the Company facilities could be avoided by relocating other franchisee’s or facility user’s equipment and facilities, and said other franchisee’s or user’s cost of relocation is less than the Company’s cost of relocation, the City will select the route that requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

**111.05 RESTORATION OF PROPERTY.** In making excavations in any streets, avenues, alleys and public places for the excavation of conduits or the erection of poles and wires or

other appliances, the Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring the original condition as nearly as practicable.

**111.06 INDEMNIFICATION.** Company shall indemnify and save harmless City from any and all claims, suits, losses, damages, costs or expenses on account of injury or damage to any person or property, caused or occasioned, or allegedly caused or occasioned, in whole or in part, by Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by the franchise, provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

**111.07 UTILITIES BOARD REGULATIONS.** The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

**111.08 STANDARDS OF OPERATION.** During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with applicable Iowa laws and regulations.

**111.09 POLICE REGULATIONS.** All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

**EDITOR'S NOTE**

Ordinance No. 241 adopting a gas franchise for the City was passed and adopted on May 11, 1999.

**CHAPTER 112**

**CABLE TELEVISION FRANCHISE AND  
REGULATIONS**

**112.01 Definitions**

**112.02 Grant of Franchise**

**112.03 Standards of Service**

**112.04 Regulation by City**

**112.05 Compliance and Monitoring**

**112.06 Insurance, Indemnification and Other Surety**

**112.07 Enforcement and Termination**

**112.08 Miscellaneous Provisions**

**112.01 DEFINITIONS.** For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

1. "Affiliate" means an entity which owns or controls, is owned or controlled by or is under common ownership with Grantee.
2. "Cable Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, as may be amended from time to time.
3. "Cable service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection of such video programming or any other lawful communication service.
4. "Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide cable service and other service to subscribers, but such term does not include:
  - A. A facility that serves only to retransmit the television signal of one (1) or more television broadcast stations;
  - B. A facility that serves only subscribers in one (1) or more multiple-unit dwellings under common ownership, control or management, unless such facility or facilities uses any public right-of-way, public property, public easement, or other easement whose use is regulated by government;
  - C. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act to the extent such facility is used in the transmission of video programming directly to subscribers;
  - D. Any facilities of any electric utility used solely for operating its electric utility systems.
5. "FCC" means Federal Communications Commission, or successor government entity thereto.
6. "Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes construction and

operation of the cable system for the purpose of offering cable service or other service to subscribers.

7. “Grantee” means Cablevision IV, LTD., or the lawful successor, transferee, or assignee thereof.

8. “Gross revenues” means any and all revenue from all sources received by the Grantee including and relating to the operation of the system in the service area, provided, however, that such phrase does not include any fees or taxes which are imposed directly or indirectly on any subscriber thereof by any government unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.

9. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity, or any other legally recognized entity, whether for profit or not-for-profit.

10. “Public way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the service area which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the cable system. Public way also means any easement now or hereafter held by the City within the service area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and includes other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purpose of installing or transmitting Grantee’s cable service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the cable system.

11. “Service area” means the present municipal boundaries of the City, and includes any additions thereto by annexation or other legal means.

12. “Service tier” means a category of cable service or other services provided by Grantee and for which a separate charge is made by Grantee.

13. “Subscriber” means a person or user of the cable system who lawfully receives cable service or other service therefrom with Grantee’s express permission. Commercial subscribers are limited to those business establishments that provide the general public access to and the right to view programs provided by cable service. Any service provided to a commercial location which is limited to a private office not generally accessible or used by the general public to view programming provided by Grantee and service provided to all residential subscribers shall be charged at the same basic service rate without any discrimination in rights.

14. “Video programming” means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

#### **112.02 GRANT OF FRANCHISE.**

1. Grant. The City hereby grants to Grantee a nonexclusive franchise which authorizes the Grantee to construct and operate a cable system and offer cable service

and other services 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. If Federal or State law is enacted which allows other services over the cable system, the fact that such service or services are not mentioned in this franchise shall not deprive the Grantee or the City of any rights either may have under such Federal or State law.

2. Term. The franchise granted pursuant to this chapter shall be for an initial term of ten (10) years from the effective date of the franchise, unless otherwise lawfully terminated in accordance with the terms of this chapter.

3. Equal Protection. In the event the City enters into a franchise, permit, license, authorization or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another and to provide all parties equal protection under the law.

4. Additional Channels and Equipment. Grantee shall install and maintain a cable system providing a minimum of thirty six (36) channel capacity, and shall provide capacity for a public, educational, or governmental (PEG) channel. The City reserves the right to provide input on the channels selected, provided, however, that Grantee expressly reserves its right to control programming as authorized under Federal Law. The Grantee shall provide and install the cable lines related to the establishment of a PEG channel at a site to be determined by the City, and at City's request.

### **112.03 STANDARDS OF SERVICE.**

1. Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said public ways. Grantee will obtain permission from property owners to use their property for cable construction when public ways are not available.

2. Restoration of Public Ways. If during the course of Grantee's construction, operation, or maintenance of the cable system there occurs a disturbance of any public way by Grantee, Grantee shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way existing immediately prior to such disturbance.

3. Relocation at Request of City. Upon its receipt of reasonable advance notice, not less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the public way, or remove from the public way, any property of the Grantee when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or

any other type of structures or improvements by the City; but, the Grantee shall in all cases have the right to abandonment of its property.

4. Relocation at Request of Third Party. The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the reasonable expense of such temporary raising or lowering of wires is paid by said person, including, if required by Grantee, making such payment in advance; and (b) the Grantee is given not less than ten (10) business days' advance written notice to arrange for such temporary wire changes, except for an emergency where less time may be necessary.

5. Trimming of Trees and Shrubbery. The Grantee shall have the authority at its expense to trim trees or other natural growth overhanging any of its cable system in the service area that is located within public easements so as to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall, at its discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the cable system undertaken by Grantee. Such replacement shall satisfy any and all obligations Grantee may have to the City or property owner pursuant to the terms of this section.

6. Use of Grantee's Equipment by City. Subject to any applicable State or Federal regulations or tariffs, the City shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any public way; provided that (a) such use by the City does not interfere with a current or future use by the Grantee; (b) the City holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including but not limited to, reasonable attorney's fees and costs; and (c) by mutual agreement, the City may be required either to pay a reasonable rental fee or otherwise reasonably compensate Grantee for the use of such poles, conduits, or equipment; provided, however, Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the service area.

7. Safety Requirements. Construction, installation, and maintenance of the cable system shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other Federal, State, and local regulations. The cable system shall not unreasonably endanger or interfere with the safety of persons or property in the service area.

8. Aerial and Underground Construction. In those areas of the service area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the cable system's signal quality. In those areas of the service area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Grantee shall have the right to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing

contained in this section shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splatters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of the ordinance codified in this chapter, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities, facilities at the time that such are placed underground.

9. Required Extensions of Service. The cable system as constructed as of the date of the passage and final adoption of the ordinance codified in this chapter substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the cable system as necessary, as desirable, or as required pursuant to the terms hereof within the service area. Whenever Grantee shall receive a request for service from at least ten (10) potential subscribers within 1,320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its cable system to such subscribers at no cost to said subscribers for system extension, other than the usual connection fees for all subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the cable system, or as provided for under subsection 10 of this section.

10. Subscriber Charges for Extensions of Service. No subscriber shall be refused service arbitrarily, and Grantee shall be required to serve all residences of the City with cable service if such residences are within one hundred fifty (150) feet of a current cable line unless other arrangements have been made between Grantee and the individual subscriber. However, for unusual circumstances, such as a subscriber's request to locate a cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to subscribers, or a density of less than ten (10) potential subscribers per 1,320 cable-bearing strand feet of trunk or distribution cable, cable service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and subscribers in the area in which cable service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential subscribers per 1,320 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals ten (10) potential subscribers. Potential subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance.

11. Service to Public Buildings. The Grantee shall provide, without charge, one (1) outlet of basic service to the City's office buildings, City Hall, fire stations, police stations, public library and public school buildings that are passed by its cable system. The outlets of basic cable service shall not be used to distribute or sell cable services in or throughout such buildings. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including

but not limited to those arising from copyright liability. Notwithstanding anything to the contrary set forth in this section, the Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds one hundred fifty (150) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the cable system to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. In the event that additional outlets of basic cable service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of basic cable service and the additional outlets relating thereto.

12. Additional subscriber Services.

A. Lock-Out Device. Grantee shall make available, to any subscriber so requesting, and shall notify subscribers of the availability of such devices, a "parental guidance" or "lock out" device which shall permit the subscriber, at his or her option, to eliminate the audio and visual aspects from any channels reception. An additional reasonable charge for any such device may be imposed.

B. A/B Switch. Grantee shall make available, to any subscriber so requesting, and shall notify each subscriber of the availability of such device, an input selector or A/B switch permitting conversion from cable to antenna reception. An additional reasonable charge for any such device may be imposed.

C. Grantee shall provide an emergency broadcast voice override system for area severe weather notices on all channels on or before July 1, 1997, pursuant to FCC Rules.

13. Performance Evaluation Hearings/Periodic Reviews. On the fifth anniversary of the effective date of this ordinance, the Council may require a review of the franchise granted by this chapter, subject to the following:

A. Any such review shall be open to the public and announced in the official City newspaper. The City shall notify the community of the time and place of review sessions by such announcement in the official City newspaper.

B. The topic to be discussed at any scheduled review session will include, but will not be limited to, franchise fees; free or discounted services; application of new technologies; system performance; services provided; programming offered; customer complaints; privacy; surety bond; judicial and FCC rulings; line extension policies; complaints made by subscribers and/or the City; and existing or perspective rules or regulations of the Grantee or the City. Topics to be discussed at any scheduled review session also may include the issue of whether or not a legitimate community need exists to justify the implementation of an educational and governmental channel.

C. Members of the general public may add topics by requesting the City add such topics be added to the agenda of its meeting.

D. During a review or evaluation by the Council, the Grantee shall fully cooperate with the City and shall provide such non-confidential information and documents including a list of complaints made by the subscribers prior to such review or evaluation, as the City may need to reasonably perform the review.

E. Upon thirty (30) days' written notice from the City, a representative of the Grantee shall be present at the meeting in order to be able to respond to any complaints voiced by the City Council, subscribers, or other members of the general public.

#### **112.04 REGULATION BY CITY.**

1. Franchise Fee. Grantee shall pay to the City a franchise fee equal to five percent (5%) of Gross Revenues (as defined in Section 112.01 of this chapter) received by Grantee from the operation of the cable system each six months; provided, however, Grantee may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by City or other governmental entity on a cable operator or subscriber, or both, solely because of status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or subscribers (including any such tax, fee, or assessments imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this section, the period applicable under the franchise for the computation of each half year franchise fee shall be one-half of the calendar year, unless otherwise agreed to in writing by the City and Grantee. The franchise fee payment shall be due and payable sixty (60) days after the close of the preceding half of the calendar year, and a payment shall be due for each half of the calendar year immediately following the half for which payment has been made. Each payment shall be accompanied by a brief report from a representative of Grantee showing the basis for the computation.

2. Limitation of Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless within five (5) years from and after said payment due date the City initiates a lawsuit for recovery of such franchise fee in a court of competent jurisdiction, such recovery shall be barred, and the City shall be estopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

3. Rates and Charges. The City may not regulate the rates for the provision of cable service and other services, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as authorized pursuant to Federal and State law including, but not limited to, the Cable Act and FCC Rules and Regulations relating thereto, as amended from time to time. If Grantee modifies its rates and charges, it shall give notice to the City and its subscribers not less than thirty (30) days prior to the effective date of the change. The notice to the City shall include all FCC required financial information regarding the modification. It is expressly provided that the City may enact an ordinance for the regulation of rates charged by cable television operators for the basic cable programming service tier and related equipment, as expressly authorized by the Cable Act and FCC Rules and Regulations passed pursuant thereto, as amended from time to time. All rates and charges for the provision of cable service and other services by Grantee shall at all times be regulated consistent with then current Federal, State and local law.

4. **Renewal of Franchise.** The City and the Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Grantee's franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act); unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of Federal or State law. In addition to the procedures set forth in said Section 626(a) of the Cable Act as amended from time to time, the City agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Grantee under the then current franchise term. The City further agrees that such a preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section 626 is considered to begin. Notwithstanding anything to the contrary set forth in this section, the Grantee and City agree that at any time during the term of the then current franchise, while affording the public appropriate notice and opportunity to comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current franchise and the City may grant a renewal thereof. The Grantee and the City consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act, as amended from time to time.

5. **Conditions of Sale.** Except to the extent expressly required by Federal or State law, if a renewal or extension of Grantee's franchise is denied or the franchise is lawfully terminated, and the City either lawfully acquires ownership of the cable system or by its actions lawfully effects a transfer of ownership of the cable system to another party, such acquisition or transfer shall be determined by Section 627 of Cable Act of 1996, as amended.

6. **Transfer of Franchise.** Grantee's right, title or interest in the franchise shall not be sold, transferred, assigned or otherwise encumbered, other than to an affiliate, without the prior consent of the City, 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 Grantee in the franchise or cable system in order to secure indebtedness.

#### **112.05 COMPLIANCE AND MONITORING.**

1. **Testing for Compliance.** The City may perform technical tests of the cable system during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the cable system in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable State or Federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than fifteen (15) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the City. Except in emergency circumstances, the City agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

2. Reports, Books and Records. The Grantee shall report annually to the City on Grantee's activities during the past calendar year, its revenues and performance the past year, and its projected year activities the upcoming year which would affect the Grantee's cable system operated under the terms of the franchise. Such report shall be made not later than the fifteenth (15) day of March in the year immediately following the year for which such report is required, upon request by City. The Grantee agrees that the City may review such of its books and records, during normal business hours and on a non-disruptive basis, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee to it as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof.

#### **112.06 INSURANCE, INDEMNIFICATION AND OTHER SURETY.**

1. Insurance Requirements. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the franchise, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage. Said insurance shall designate the City as an additional insured. Such insurance shall be non-cancelable, provided however, that Grantee may from time to time and at any time change the underwriter upon thirty (30) days' prior written notice to the City.

2. Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its cable system.

#### **112.07 ENFORCEMENT AND TERMINATION.**

1. Notice of Violation. In the event that the City believes that the Grantee has not complied with the terms of the franchise, it shall notify Grantee in writing of the exact nature of the alleged noncompliance.

2. Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the notice described in subsection 1: (a) to respond to the City contesting the assertion of noncompliance; or (b) to cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

3. Public Hearing. In the event that Grantee fails to respond to the notice described in subsection 1 pursuant to the procedures set forth in subsection 2, or in the event that the alleged default is not remedied within sixty (60) days after the Grantee is notified of the alleged default pursuant to subsection 1, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than twenty-one calendar days therefrom. The City shall notify the Grantee of the time and place of such hearing and provide the Grantee with an opportunity to be heard.

4. Enforcement. Subject to applicable Federal and State law, in the event the City, after such hearing, determines that Grantee is in default of any provision of the franchise, the City may:

- A. Foreclose on all or any part of any security provided under this chapter, if any, including without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the City reasonably determines is necessary to remedy the default;
- B. Commence an action at law for monetary damages or seek other equitable relief;
- C. In the case of a substantial default of a material provision of the franchise, declare the franchise agreement to be revoked; or
- D. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

The Grantee shall not be relieved on any of its obligations to comply promptly with any provision of the franchise by reason of any failure of the City to enforce prompt compliance.

5. Excused Defaults. The Grantee shall not be held in default or noncompliance with the provisions of the franchise, or suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by acts of God, strikes, power outages, or other events reasonably beyond its ability to control.

#### **112.08 MISCELLANEOUS PROVISIONS.**

1. Definitions. For purposes of this section, the following definitions shall apply:
  - A. "Normal business hours" means those hours during which most similar businesses in the community are open to serve subscribers. In all cases, "normal business hours" shall include some evening hours at least one night per week and/or some weekend hours. The Grantee will notify its subscribers and the City of its normal business hours.
  - B. "Normal operating conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular, peak or seasonal demand periods, and maintenance or upgrade of the system.
  - C. "Service interruption" means the loss of picture or sound in one or more channels.
2. Documents Incorporated and Made a Part Hereof. The following documents shall be incorporated herein by this reference, and in the case of a conflict or ambiguity between or among them, the document of latest date shall govern:
  - A. Any enabling ordinance in existence as of the date hereof;
  - B. Any franchise agreement between Grantee and City reflecting the renewal of the franchise, if any;

- C. Any supplemental written commitment, understanding or letter signed or approved by the parties explaining, expanding, modifying, amending, or supplementing this agreement.
3. Preemption. If the FCC or any other Federal or State body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by the City, the jurisdiction of the City shall cease and no longer exist.
4. Actions of City. In any action by the City or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
5. Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the City or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at the post office or branch thereof regularly maintained by the U.S. Postal Service.
6. Customer Service Standards.
- A. System Office Hours and Telephone Availability. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to subscribers 24 hours a day, seven days a week. Trained representatives of the Grantee will be available to respond to subscriber telephone inquiries during normal business hours, as defined herein. After normal business hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after normal business hours must be responded to by a trained representative of the Grantee on the next business day. Under normal operating conditions, as defined herein, telephone answer time by a customer representative, including wait time, will not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed 30 seconds. These standards will be met no less than 90 percent of the time under normal operating conditions, as measured by the Grantee on a quarterly basis. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards as set forth above unless an historical record of complaints indicates a clear failure to comply with such standards. Under normal operating conditions, the subscriber will receive a busy signal less than 5 percent of the time.
- B. Installations, Outages and Service Calls. Under normal operating conditions, each of the following four standards will be met no less than 95 percent of the time, as measured by the Grantee on a quarterly basis:
- (1) Standard installations will be performed within seven business days after an order has been placed. "Standard" installations are those that are located up to 300 feet from the existing distribution system.

(2) Excluding conditions beyond its control, the Grantee will begin working on service interruptions, as defined herein, promptly and in no event later than 24 hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

(3) The Grantee will provide “appointment window” alternatives for installations, service calls, and other installation activities, which will be either a specific time or, at maximum, a four-hour time block during normal business hours.

(4) The Grantee shall not cancel an appointment with a subscriber after close of business on the business day prior to the scheduled appointment.

(5) If a representative of the Grantee is running late for an appointment with a subscriber and will not be able to keep the appointment as scheduled, the subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the subscriber.

C. Billing:

(1) Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(2) In case of a billing dispute, the Grantee will respond to a written complaint from a subscriber within 30 days from receipt of the complaint.

(3) Refund checks will be issued promptly, but no later than either (i) the subscriber’s next billing cycle following resolution of the request or 60 days, whichever is earlier, or (ii) the return of the equipment supplied by the Grantee if service is terminated.

(4) Credit for service will be issued no later than the subscriber’s next billing cycle following the determination that a credit is warranted.

(5) In addition to the notification in paragraph (6) below, all subscribers and customer covered by the franchising agreement will receive written notification a minimum of thirty (30) days in advance of any channel changes or additions contemplated by Grantee; provided, the change is within the control of the Grantee, and shall consult with the City Council or appropriate committee concerning additional channels desired.

(6) The Grantee must give thirty (30) days' prior written notice to the City and all affected subscribers of any pricing changes or additional charges, excluding temporary marketing and sales discounts or offers. The Grantee may reduce the price at any time.

[The next page is 551]

## CHAPTER 115

# MUNICIPAL AIRPORT

**115.01 Purpose**

**115.02 Definition**

**115.03 Extent of Power**

**115.04 Council Control**

**115.05 Regulations**

**115.06 Air Traffic Rules**

**115.01 PURPOSE.** This chapter is to provide for the establishment, control, supervision and operation of the Hampton Municipal Airport.

**115.02 DEFINITION.** As used in this chapter, "airport" includes landing fields, airdrome, aviation field or other similar terms used in connection with aerial traffic.

**115.03 EXTENT OF POWER.** The provisions of this chapter shall extend to the lands and waters within the corporation and to the space above the land and waters within the corporation and to the airport controlled, maintained and operated by the City outside its corporate limits and to the space above the same.

**115.04 COUNCIL CONTROL.** The Hampton Municipal Airport is under the control of the Council. The airport committee of the Council has general supervision over the airport, subject to the control of the entire Council.

**115.05 REGULATIONS.** Any rules and regulations so made or laid down by the Council shall in no way be contrary to or in conflict with the rules and regulations for the operation of aircraft adopted by the Federal government or the State.

**115.06 AIR TRAFFIC RULES.** It is unlawful to operate any aircraft over or within the City or the Hampton Municipal Airport in violation of the air traffic rules and regulations which have been or may hereafter be established by the Secretary of Commerce of the United States or by any other office of the Federal or State government whose duty it may be to establish such rules.

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## CHAPTER 116

# CEMETERY

**116.01 Definition**

**116.02 Trusteeship**

**116.03 Parks/Cemetery Lead Operator**

**116.04 Duties of Parks/Cemetery Lead Operator**

**116.05 Records**

**116.06 Sale of Interment Rights**

**116.07 Perpetual Care**

**116.08 Rules and Regulations**

**116.01 DEFINITION.** The term “cemetery” means the Hampton Cemetery, which is a municipal cemetery under the provisions of Chapter 523I of the Code of Iowa and which shall be operated under the provisions of Chapter 523I of the Code of Iowa and this chapter.

*(Code of Iowa, Sec. 523I.501)*

**116.02 TRUSTEESHIP.** Pursuant to Section 523I.502 of the Code of Iowa, the City Council hereby states its willingness and intention to act as the trustee for the perpetual maintenance of the cemetery property.

*(Code of Iowa, Sec. 523I.502)*

**116.03 PARKS/CEMETERY LEAD OPERATOR.** The Parks/Cemetery Lead Operator shall operate the cemetery in accordance with the rules and regulations therefor and under the direction of the Council.

*(Code of Iowa, Sec. 372.13[4])*

**116.04 DUTIES OF PARKS/CEMETERY LEAD OPERATOR.** The duties of the Parks/Cemetery Lead Operator are as follows:

*(Code of Iowa, Sec. 372.13[4])*

1. Supervise Openings. Supervise the opening of all graves and be present at every interment in the cemetery;
2. Maintenance. Be responsible for the maintenance of the cemetery buildings, grounds and equipment and make a monthly report of the cemetery operation to the Council.

**116.05 RECORDS.** It is the duty of the Clerk to make and keep complete records identifying the owners of all interment rights sold by the cemetery and historical information regarding any transfers of ownership. The records shall include all of the following:

*(Code of Iowa, Sec. 523I.311)*

1. Sales or Transfers of Interment Rights.
  - A. The name and last known address of each owner or previous owner of interment rights.
  - B. The date of each purchase or transfer of interment rights.
  - C. A unique numeric or alphanumeric identifier that identifies the location of each interment space sold by the cemetery.
2. Interments.
  - A. The date the remains are interred.

- B. The name, date of birth and date of death of the decedent interred, if those facts can be conveniently obtained.
- C. A unique numeric or alphanumeric identifier that identifies the location of each interment space where the remains are interred.

**116.06 SALE OF INTERMENT RIGHTS.** The sale or transfer of interment rights in the cemetery shall be evidenced by a certificate of interment rights or other instrument evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by Chapter 523I of the Code of Iowa. The payment of all fees and charges shall be made at the office of the Clerk where receipts will be issued for all amounts paid. Said fees and charges shall be based upon the charges as established by the Council.

*(Code of Iowa, Sec. 523I.310)*

**116.07 PERPETUAL CARE.** The Council, by resolution, shall accept, receive and expend all moneys and property donated or left to them by bequest for perpetual care, and that portion of interment space sales or permanent charges made against interment spaces which has been set aside in a perpetual care fund. The assets of the perpetual care fund shall be invested in accordance with State law. The Council, by resolution, shall provide for the payment of interest annually to the appropriate fund, or to the cemetery, or to the person in charge of the cemetery to be used in caring for or maintaining the individual property of the donor in the cemetery, or interment spaces which have been sold with provisions for perpetual care, all in accordance with the terms of the donation or bequest, or the terms of the sale or purchase of an interment space and Chapter 523I of the Code of Iowa.

*(Code of Iowa, Sec. 523I.503, 523I.507 & 523I.508)*

**116.08 RULES AND REGULATIONS.** Rules and regulations for the cemetery may be adopted, and may be amended from time to time, by resolution of the Council and may cover such things as the use, care, control, management, restrictions and protection of the cemetery as necessary for the proper conduct of the business of the cemetery. The rules shall specify the cemetery's obligations in the event that interment spaces, memorials or memorializations are damaged or defaced by acts of vandalism. Any veteran, as defined in Section 35.1 of the Code of Iowa, or a resident of the State who served in the armed forces of the United States, completed a minimum aggregate of ninety days of active Federal service and was discharged under honorable conditions, who is a landowner or who lives within the City shall be allowed to purchase an interment space and to be interred within the cemetery.

*(Code of Iowa, Sec. 523I.304)*

[The next page is 575]

## CHAPTER 120

# LIQUOR LICENSES AND WINE AND BEER PERMITS

120.01 License or Permit Required  
120.02 General Prohibition  
120.03 Investigation

120.04 Action by Council  
120.05 Prohibited Sales and Acts  
120.06 Amusement Devices

**120.01 LICENSE OR PERMIT REQUIRED.** No person shall manufacture for sale, import, sell, or offer or keep for sale, alcoholic liquor, wine, or beer without first securing a liquor control license, wine permit or beer permit in accordance with the provisions of Chapter 123 of the Code of Iowa.

*(Code of Iowa, Sec. 123.22, 123.122 & 123.171)*

**120.02 GENERAL PROHIBITION.** It is unlawful to manufacture for sale, sell, offer or keep for sale, possess or transport alcoholic liquor, wine or beer except upon the terms, conditions, limitations and restrictions enumerated in Chapter 123 of the Code of Iowa, and a license or permit may be suspended or revoked or a civil penalty may be imposed for a violation thereof.

*(Code of Iowa, Sec. 123.2, 123.39 & 123.50)*

**120.03 INVESTIGATION.** Upon receipt of an application for a liquor license, wine or beer permit by the Clerk, it shall be forwarded to the Police Chief, who shall conduct an investigation and submit a written report as to the truth of the facts averred in the application and a recommendation to the Council as to the approval of the license or permit. It is the duty of the Fire Chief to inspect the premises to determine if they conform to the requirements of the City, and no license or permit shall be approved until or unless an approving report has been filed with the Council by such officers.

*(Code of Iowa, Sec. 123.30)*

**120.04 ACTION BY COUNCIL.** The Council shall either approve or disapprove the issuance of the liquor control license or retail wine or beer permit and shall endorse its approval or disapproval on the application, and thereafter the application, necessary fee and bond, if required, shall be forwarded to the Alcoholic Beverages Division of the State Department of Commerce for such further action as is provided by law.

*(Code of Iowa, Sec. 123.32 [2])*

**120.05 PROHIBITED SALES AND ACTS.** A person or club holding a liquor license or retail wine or beer permit and the person's or club's agents or employees shall not do any of the following:

1. Sell, dispense or give to any intoxicated person, or one simulating intoxication, any alcoholic liquor, wine or beer.

*(Code of Iowa, Sec. 123.49 [1])*

2. Sell or dispense any alcoholic beverage, wine or beer on the premises covered by the license or permit, or permit its consumption thereon between the hours of two o'clock (2:00) a.m. and six o'clock (6:00) a.m. on a weekday, and between the hours of two o'clock (2:00) a.m. on Sunday and six o'clock (6:00) a.m. on the following Monday; however, a holder of a license or permit granted the privilege of selling

alcoholic liquor, beer or wine on Sunday may sell or dispense alcoholic liquor, beer or wine between the hours of eight o'clock (8:00) a.m. on Sunday and two o'clock (2:00) a.m. of the following Monday, and further provided that a holder of any class of liquor control license or the holder of a class "B" beer permit may sell or dispense alcoholic liquor, wine or beer for consumption on the premises between the hours of eight o'clock (8:00) a.m. on Sunday and two o'clock (2:00) a.m. on Monday when that Monday is New Year's Day and beer for consumption off the premises between the hours of eight o'clock (8:00) a.m. on Sunday and two o'clock (2:00) a.m. on the following Monday when that Sunday is the day before New Year's Day.

*(Code of Iowa, Sec. 123.49 [2b and 2k] & 123.150)*

3. Sell alcoholic beverages, wine or beer to any person on credit, except with a bona fide credit card. This provision does not apply to sales by a club to its members, to sales by a hotel or motel to bona fide registered guests or to retail sales by the managing entity of a convention center, civic center or events center.

*(Code of Iowa, Sec. 123.49[2c])*

4. Employ a person under eighteen (18) years of age in the sale or serving of alcoholic liquor, wine or beer for consumption on the premises where sold.

*(Code of Iowa, Sec. 123.49 [2f])*

5. In the case of a retail beer or wine permittee, knowingly allow the mixing or adding of alcohol or any alcoholic beverage to beer, wine or any other beverage in or about the permittee's place of business.

*(Code of Iowa, Sec. 123.49 [2i])*

6. Knowingly permit any gambling, except in accordance with Iowa law, or knowingly permit any solicitation for immoral purposes, or immoral or disorderly conduct on the premises covered by the license or permit.

*(Code of Iowa, Sec. 123.49 [2a])*

7. Knowingly permit or engage in any criminal activity on the premises covered by the license or permit.

*(Code of Iowa, Sec. 123.49 [2j])*

8. Keep on premises covered by a liquor control license any alcoholic liquor in any container except the original package purchased from the Alcoholic Beverages Division of the State Department of Commerce and except mixed drinks or cocktails mixed on the premises for immediate consumption.

*(Code of Iowa, Sec. 123.49 [2d])*

9. Reuse for packaging alcoholic liquor or wine any container or receptacle used originally for packaging alcoholic liquor or wine; or adulterate, by the addition of any substance, the contents or remaining contents of an original package of an alcoholic liquor or wine; or knowingly possess any original package which has been reused or adulterated.

*(Code of Iowa, Sec. 123.49 [2e])*

10. Allow any person other than the licensee, permittee or employees of the licensee or permittee to use or keep on the licensed premises any alcoholic liquor in any bottle or other container which is designed for the transporting of such beverages, except as allowed by State law.

*(Code of Iowa, Sec. 123.49 [2g])*

11. Sell, give, possess or otherwise supply a machine which is used to vaporize an alcoholic beverage for the purpose of being consumed in a vaporized form.

*(Code of Iowa, Sec. 123.49[21])*

12. Permit or allow any person under twenty-one (21) years of age to remain upon licensed premises unless over fifty percent (50%) of the dollar volume of the business establishment comes from the sale and serving of prepared foods. This provision does not apply to holders of a class "C" beer permit only.

**120.06 AMUSEMENT DEVICES.** The following provisions pertain to electronic or mechanical amusement devices, which are allowed only in premises with a liquor control license or beer permit as specifically authorized in Section 99B.10 of the *Code of Iowa*.

*(Code of Iowa, Sec. 99B.10C)*

1. As used in this section an "electronic or mechanical amusement device" means a device that awards a prize redeemable for merchandise on the premises where the device is located and which is required to be registered with the Iowa Department of Inspection and Appeals.

2. It is unlawful for any person under the age of twenty-one (21) to participate in the operation of an electrical or mechanical amusement device.

3. It is unlawful for any person owning or leasing an electrical or mechanical amusement device, or an employee of a person owning or leasing an electrical or mechanical amusement device, to knowingly allow a person under the age of 21 to participate in the operation of an electrical or mechanical amusement device.

4. It is unlawful for any person to knowingly participate in the operation of an electrical or mechanical amusement device with a person under the age of 21.

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## CHAPTER 121

# CIGARETTE AND TOBACCO PERMITS

121.01 Definitions  
121.02 Permit Required  
121.03 Application  
121.04 Fees  
121.05 Issuance and Expiration

121.06 Refunds  
121.07 Persons Under Legal Age  
121.08 Self-service Sales Prohibited  
121.09 Permit Revocation

### 121.01 DEFINITIONS. For use in this chapter the following terms are defined:

*(Code of Iowa, Sec. 453A.1)*

1. “Carton” means a box or container of any kind in which ten or more packages or packs of cigarettes or tobacco products are offered for sale, sold or otherwise distributed to consumers.
2. “Cigarette” means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, this definition is not to be construed to include cigars.
3. “Package” or “pack” means a container of any kind in which cigarettes or tobacco products are offered for sale, sold or otherwise distributed to consumers.
4. “Place of business” means any place where cigarettes or tobacco products are sold, stored or kept for the purpose of sale or consumption by a retailer.
5. “Retailer” means every person who sells, distributes or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, irrespective of the quantity or amount or the number of sales or who engages in the business of selling tobacco products to ultimate consumers.
6. “Self-service display” means any manner of product display, placement or storage from which a person purchasing the product may take possession of the product, prior to purchase, without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.
7. “Tobacco products” means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.

### 121.02 PERMIT REQUIRED.

1. Cigarette Permits. It is unlawful for any person, other than a holder of a retail permit, to sell cigarettes at retail and no retailer shall distribute, sell or solicit the sale of any cigarettes within the City without a valid permit for each place of business.

The permit shall, at all times, be publicly displayed at the place of business so as to be easily seen by the public and the persons authorized to inspect the place of business.

*(Code of Iowa, Sec. 453A.13)*

2. Tobacco Permits. It is unlawful for any person to engage in the business of a retailer of tobacco products at any place of business without first having received a permit as a tobacco products retailer for each place of business owned or operated by the retailer.

*(Code of Iowa, Sec. 453A.47A)*

A retailer who holds a cigarette permit is not required to also obtain a tobacco permit. However, if a retailer only holds a cigarette permit and that permit is suspended, revoked or expired, the retailer shall not sell any cigarettes or tobacco products during such time.

**121.03 APPLICATION.** A completed application on forms furnished by the State Department of Revenue or on forms made available or approved by the Department and accompanied by the required fee shall be filed with the Clerk. Renewal applications shall be filed at least five (5) days prior to the last regular meeting of the Council in June. If a renewal application is not timely filed, and a special Council meeting is called to act on the application, the costs of such special meeting shall be paid by the applicant.

*(Code of Iowa, Sec. 453A.13 & 453A.47A)*

**121.04 FEES.** The fee for a retail cigarette or tobacco permit shall be as follows:

*(Code of Iowa, Sec. 453A.13 & 453A.47A)*

FOR PERMITS GRANTED DURING:	FEE:
July, August or September	\$ 75.00
October, November or December	\$ 56.25
January, February or March	\$ 37.50
April, May or June	\$ 18.75

**121.05 ISSUANCE AND EXPIRATION.** Upon proper application and payment of the required fee, a permit shall be issued. Each permit issued shall describe clearly the place of business for which it is issued and shall be nonassignable. All permits expire on June 30 of each year. The Clerk shall submit a duplicate of any application for a permit, and any permit issued, to the Iowa Department of Public Health within thirty (30) days of issuance.

**121.06 REFUNDS.** A retailer may surrender an unrevoked permit and receive a refund from the City, except during April, May or June, in accordance with the schedule of refunds as provided in Section 453A.13 or 453A.47A of the Code of Iowa.

*(Code of Iowa, 453A.13 & 453A.47A)*

**121.07 PERSONS UNDER LEGAL AGE.** No person shall sell, give or otherwise supply any tobacco, tobacco products or cigarettes to any person under eighteen (18) years of age. The provision of this section includes prohibiting a minor from purchasing cigarettes or tobacco products from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

1. For a first violation, the retailer shall be assessed a civil penalty in the amount of three hundred dollars (\$300.00). Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of fourteen (14) days.

2. For a second violation within a period of two (2) years, the retailer shall be assessed a civil penalty in the amount of one thousand five hundred dollars (\$1,500.00) or the retailer's permit shall be suspended for a period of thirty (30) days. The retailer may select its preference in the penalty to be applied under this subsection.
3. For a third violation within a period of three (3) years, the retailer shall be assessed a civil penalty in the amount of one thousand five hundred dollars (\$1,500.00) and the retailer's permit shall be suspended for a period of thirty (30) days.
4. For a fourth violation within a period of three (3) years, the retailer shall be assessed a civil penalty in the amount of one thousand five hundred dollars (\$1,500.00) and the retailer's permit shall be suspended for a period of sixty (60) days.
5. For a fifth violation with a period of four (4) years, the retailer's permit shall be revoked.

The Clerk shall give ten (10) days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

*(Code of Iowa, Sec. 453A.2, 453A.22 and 453A.36[6])*

**121.08 SELF-SERVICE SALES PROHIBITED.** Beginning January 1, 1999, except for the sale of cigarettes through a cigarette vending machine as provided in Section 453A.36(6) of the Code of Iowa, a retailer shall not sell or offer for sale cigarettes or tobacco products, in a quantity of less than a carton, through the use of a self-service display.

*(Code of Iowa, Sec. 453A.36A)*

**121.09 PERMIT REVOCATION.** Following a written notice and an opportunity for a hearing, as provided by the Code of Iowa, the Council may also revoke a permit issued pursuant to this chapter for a violation of Division I of Chapter 453A of the Code of Iowa or any rule adopted thereunder. If a permit is revoked, a new permit shall not be issued to the permit holder for any place of business, or to any other person for the place of business at which the violation occurred, until one year has expired from the date of revocation, unless good cause to the contrary is shown to the Council. The Clerk shall report the revocation or suspension of a retail permit to the Iowa Department of Public Health within thirty (30) days of the revocation or suspension.

*(Code of Iowa, Sec. 453A.22)*

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## CHAPTER 122

# PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

122.01 Purpose

122.02 Definitions

122.03 Registration Required

122.04 Registration Requirements

122.05 Registration Fee

122.06 Transient Merchant Bond

122.07 Time Restriction

122.08 Exemptions

122.09 Charitable and Nonprofit Organizations

**122.01 PURPOSE.** The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by registering and regulating peddlers, solicitors and transient merchants.

**122.02 DEFINITIONS.** For use in this chapter the following terms are defined:

1. “Peddler” means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street.
2. “Solicitor” means any person who solicits or attempts to solicit from house to house or upon the public street any contribution, donation or money or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. “Transient merchant” means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building, stand or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader or auctioneer does not exempt any person from being considered a transient merchant.

**122.03 REGISTRATION REQUIRED.** Any person engaging in peddling, soliciting or in the business of a transient merchant in the City without first registering with the City as herein provided is in violation of this chapter.

**122.04 REGISTRATION REQUIREMENTS.** The registration shall be in writing, filed with the Clerk, and shall set forth the following information:

1. The person’s name, permanent and local address and business address if any, driver’s license number and vehicle description.
2. The person’s employer, if any, and the employer’s address, the nature of the business and the length of time such business will be carried on in the City.
3. The names of all people who are to be working within the City and their vehicle descriptions and license numbers.

The registration is valid only for a seven-day period and must be renewed for each seven-day period thereafter.

**122.05 REGISTRATION FEE.** A registration fee of ten dollars (\$10.00) shall be paid at the time of registration to cover the cost of investigating the facts stated therein.

**122.06 TRANSIENT MERCHANT BOND.** Any person registering as a transient merchant shall provide to the Clerk evidence that such person has filed a bond with the Secretary of State in accordance with Chapter 9C of the Code of Iowa.

**122.07 TIME RESTRICTION.** Peddlers and solicitors shall conduct business in the City only during daylight hours.

**122.08 EXEMPTIONS.** The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own products.
4. Students. Students representing the Hampton-Dumont School District conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.

**122.09 CHARITABLE AND NONPROFIT ORGANIZATIONS.** Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504A of the Code of Iowa, or political candidates for State, local or Federal office desiring to solicit money or to distribute literature are exempt from the requirements of Sections 122.04 and 122.05. All such organizations or individuals are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, names and addresses of the officers and directors of the organization, and the period during which such activities are to be carried on.

[The next page is 591]

## CHAPTER 123

### HOUSE MOVERS

123.01 House Mover Defined  
123.02 Permit Required  
123.03 Application  
123.04 Bond Required  
123.05 Insurance Required  
123.06 Permit Fee

123.07 Permit Issued  
123.08 Public Safety  
123.09 Time Limit  
123.10 Removal by City  
123.11 Protect Pavement  
123.12 Overhead Wires

**123.01 HOUSE MOVER DEFINED.** A “house mover” means any person who undertakes to move a building or similar structure upon, over or across public streets or property when the building or structure is of such size that it requires the use of skids, jacks, dollies or any other specialized moving equipment.

**123.02 PERMIT REQUIRED.** It is unlawful for any person to engage in the activity of house mover as herein defined without a valid permit from the City for each house, building or similar structure to be moved. Buildings of less than one hundred (100) square feet are exempt from the provisions of this chapter.

**123.03 APPLICATION.** At least five (5) days prior to moving a structure, application for a house mover’s permit shall be made in writing to the Mayor. The application shall include:

1. Name and Address. The applicant’s full name and address and if a corporation the names and addresses of its principal officers.
2. Building Location. An accurate description of the present location and future site of the building or similar structure to be moved.
3. Routing Plan. A routing plan approved by the Police Chief, Street Lead Operator, and public utility officials. The route approved shall be the shortest route compatible with the greatest public convenience and safety.

**123.04 BOND REQUIRED.** The applicant shall post with the Clerk a penal bond in the minimum sum of five thousand dollars (\$5,000.00) issued by a surety company authorized to issue such bonds in the State. The bond shall guarantee the permittee’s payment for any damage done to the City or to public property, and payment of all costs incurred by the City in the course of moving the building or structure.

**123.05 INSURANCE REQUIRED.** Each applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect for the duration of the permit covering the applicant and all agents and employees for the following minimum amounts:

1. Bodily Injury - \$50,000 per person; \$100,000 per accident.
2. Property Damage - \$50,000 per accident.

**123.06 PERMIT FEE.** A scheduled permit fee shall be payable at the time of filing the application with the Clerk for each qualifying structure to be moved. The permit fees for moving a house, building or similar structure are as follows:

- 1. Structure measuring 900 square feet or more..... \$500.00
- 2. Structure measuring between 400-899 square feet..... \$ 50.00
- 3. Structure measuring between 101-399 square feet..... \$ 30.00

A separate permit shall be required for each house, building or structure to be moved.

**123.07 PERMIT ISSUED.** Upon approval of the application, filing of bond and insurance certificate, and payment of the required fee, the Clerk shall issue a permit.

**123.08 PUBLIC SAFETY.** At all times when a building or similar structure is in motion upon any street, alley, sidewalk or public property, the permittee shall maintain flagmen at the closest intersections or other possible channels of traffic to the sides, behind and ahead of the building or structure. At all times when the building or structure is at rest upon any street, alley, sidewalk or public property the permittee shall maintain adequate warning signs or lights at the intersections or channels of traffic to the sides, behind and ahead of the building or structure.

**123.09 TIME LIMIT.** No house mover shall permit or allow a building or similar structure to remain upon any street or other public way for a period of more than twelve (12) hours without having first secured the written approval of the City.

**123.10 REMOVAL BY CITY.** In the event any building or similar structure is found to be in violation of Section 123.09 the City is authorized to remove such building or structure and assess the costs thereof against the permit holder and the surety on the permit holder's bond.

**123.11 PROTECT PAVEMENT.** It is unlawful to move any house or building of any kind over any pavement, unless the wheels or rollers upon which the house or building is moved are at least one (1) inch in width for each one thousand (1,000) pounds of weight of such building. If there is any question as to the weight of a house or building, the estimate of the City as to such weight shall be final.

**123.12 OVERHEAD WIRES.** The holder of any permit to move a building shall see that all telephone, cable television and electric wires and poles are removed when necessary and replaced in good order, and shall be liable for the costs of the same.

## CHAPTER 124

# LICENSING OF PLUMBERS

124.01 License Required  
124.02 Application to Clerk  
124.03 Fee

124.04 Plumber's Bond  
124.05 Insurance Required  
124.06 Penalty

**124.01 LICENSE REQUIRED.** It is unlawful for any person to engage in the practice of installing, repairing or altering plumbing work in the City unless said person is licensed by the City.

**124.02 APPLICATION TO CLERK.** Written application for a plumber's license shall be filed with the Clerk giving the name of the applicant and the names of all other persons associated with said applicant in the plumbing business, if any, whether as a firm or corporation, and designating the place of business and stating a willingness to be governed in all respects by the rules, regulations and ordinances of the City relating to such business then in effect or thereafter adopted by the City.

**124.03 FEE.** The annual license fee is twenty-five dollars (\$25.00).

**124.04 PLUMBER'S BOND.** Any person who has been issued a plumber's license shall execute and deposit with the Clerk a bond in the sum of one thousand dollars (\$1,000.00) with sureties approved by the City.

**124.05 INSURANCE REQUIRED.** Each applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect covering the applicant and all agents and employees for the following minimum amounts:

1. Bodily Injury - \$50,000.00 per person; \$100,000.00 per accident.
2. Property Damage - \$50,000.00 per accident.

**124.06 PENALTY.** Failure to obtain a plumber's license as required in this chapter constitutes a municipal infraction under Chapter 4 of this Code of Ordinances.

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## CHAPTER 125

# LICENSING OF TREE SERVICE PROFESSIONALS

125.01 License Required  
125.02 Application to Clerk  
125.03 License Fee

125.04 Insurance Required  
125.05 Certification Required  
125.06 Penalty

**125.01 LICENSE REQUIRED.** It is unlawful for any person to be employed in the practice of topping, trimming, pruning or removing trees in the City unless said person is licensed by the City.

**125.02 APPLICATION TO CLERK.** Written application for a tree service license shall be filed with the Clerk giving the name of the applicant and the names of all other persons associated with said applicant in the tree service business, if any, whether as a firm or corporation, and designating the place of business and stating a willingness to be governed in all respects by the rules, regulations and ordinances of the City relating to such business then in effect or thereafter adopted by the City.

**125.03 LICENSE FEE.** The annual license fee is ten dollars (\$10.00).

**125.04 INSURANCE REQUIRED.** Each applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect covering the applicant and all agents and employees for the following minimum amounts:

1. Bodily Injury - \$50,000.00 per person; \$100,000.00 per accident.
2. Property Damage - \$50,000.00 per accident.

**125.05 CERTIFICATION REQUIRED.** Each applicant shall also file a certificate of training through the Iowa State Extension or of equal accreditation.

**125.06 PENALTY.** Failure to obtain a tree service license as required by this chapter constitutes a municipal infraction under Chapter 4 of this Code of Ordinances.

[The next page is 601]

**CHAPTER 126**

**ADULT-ORIENTED ESTABLISHMENT  
REGULATIONS**

<b>126.01 Purpose</b>	<b>126.05 Responsibilities of the Operator</b>
<b>126.02 Definitions Related to Adult-Oriented Establishments</b>	<b>126.06 Minors</b>
<b>126.03 Location Restrictions</b>	<b>126.07 Hours of Operation</b>
<b>126.04 Development Design Standards</b>	<b>126.08 Enforcement</b>

**126.01 PURPOSE.** The City Council of the City of Hampton, Iowa, finds:

1. Adult-oriented establishments require special consideration in order to protect and preserve the health, safety, and welfare of the patrons of such establishments as well as the citizens of Hampton;
2. Adult-oriented establishments, because of their very nature, have a detrimental effect on both existing establishments around them and surrounding residential areas adjacent to them;
3. The concern over sexually-transmitted diseases is a legitimate health concern of the City that demands reasonable regulation of adult-oriented establishments in order to protect the health and well-being of the community;
4. Adult-oriented establishments, due to their very nature, have serious objectionable operational characteristics, thereby contributing to blight and downgrading the quality of life in the adjacent area;
5. The City of Hampton wants to prevent these adverse effects and thereby protect the health and welfare of its residents; protect residents from increased crime; preserve the quality of life; preserve the property values and character of the surrounding neighborhoods; and deter the spread of blight;
6. It is not the intent of this chapter to suppress any speech activities protected by the First Amendment, but to enact content-neutral regulations that address the secondary effects of adult-oriented establishments as well as the health problems associated with such establishments.

**126.02 DEFINITIONS RELATED TO ADULT-ORIENTED ESTABLISHMENTS.**

1. **ADULT BOOKSTORE:** An establishment that has a facility or facilities, including but not limited to booths, cubicles, rooms or stalls for the presentation of "adult entertainment," including adult-oriented films, movies, or live performances for observation by patrons therein; or an establishment having a substantial or significant portion of its stock-in-trade for sale, rent, trade, lease, inspection, or viewing of books, films, video cassettes, magazines, or other periodicals which are distinguished or characterized by their emphasis on matters depicting, describing, or relating to specified anatomical areas or specified sexual activities as defined below.
2. **ADULT ENTERTAINMENT:** Any exhibition of any motion picture, live performance, display, or dance of any type which has as its dominant theme or is

distinguished or characterized by an emphasis on any actual or simulated specified sexual activities or specified anatomical areas as defined below.

3. **ADULT MOTION PICTURE THEATER:** An enclosed building used for presenting material having as its dominant theme or distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas as defined below for observation by patrons of the building.

4. **ADULT NOVELTY SHOP:** An establishment or business having as a substantial or significant portion of its stock in trade and sales in novelty or other items which are distinguished or characterized by their emphasis on or design for sexual activity or simulating such activity.

5. **ADULT-ORIENTED ESTABLISHMENT:** Any premises including, without limitation, "adult bookstores," "adult motion picture theaters," or "adult novelty shop." It further means any premises to which public patrons or members are invited or admitted and which are physically arranged so as to provide booths, cubicles, rooms, compartments, or stalls separate from the common area of the premises for the purposes of viewing adult-oriented motion pictures, or wherein an entertainer provides adult entertainment to a member of the public, a patron, or a member, where such adult entertainment is held, conducted, operated, or maintained for a profit, direct or indirect. "Adult-Oriented Establishment" further includes, without limitation, any premises physically arranged and used as such whether advertised or represented as an adult entertainment studio, exotic dance studio, encounter studio, sensitivity studio, or any other term of like import.

6. **OPERATORS:** Any person, partnership, or corporation operating, conducting, maintaining, or owning any adult-oriented establishment.

7. **SPECIFIED ANATOMICAL AREAS:** Less than completely and opaquely covered human genitals, buttocks, female breasts below the areola; or male genitalia.

8. **SPECIFIED SEXUAL ACTIVITIES:** Simulated or actual (a) showing of human genitals in a state of sexual stimulation or arousal; (b) acts of sexual activity, sodomy, or sadomasochism; or (c) fondling or erotic touching of human genitals, buttocks, or female breasts.

**126.03 LOCATION RESTRICTIONS.** An adult-oriented establishment shall be a conditional permitted use within the City of Hampton only in the I-2 Heavy Industrial District upon receipt of a site plan and approval of a conditional use permit in accordance with procedures set forth in Article 18 of the Zoning Ordinance, and only if it meets all of the location requirements set forth below. Distances provided hereafter shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel upon which the proposed adult entertainment business is to be located, to the nearest point of the parcel of property or zoning district boundary line from which the proposed adult entertainment business is to be separated.

1. Adult-oriented establishments shall be prohibited in or within five hundred (500) feet of the borders of a residential district.

2. Adult-oriented establishments shall be prohibited within five hundred (500) feet of any church, synagogue, mosque, temple, or other place of religious worship.

3. Adult-oriented establishments shall be prohibited within five hundred (500) feet of any public or private school offering general education for students between the years of pre-kindergarten and twelfth grade, public library, or museum.
4. Adult-oriented establishments shall be prohibited within five hundred (500) feet of any registered day-care home or registered day-care business.
5. Adult-oriented establishments shall be prohibited within five hundred (500) feet of any public park or playground. For purposes of this section, bike paths, trails, waterways, and boat launches shall not be deemed a public park.
6. Adult-oriented establishments shall be prohibited within five hundred (500) feet of any other adult entertainment business.
7. Adult-oriented establishments shall be prohibited within five hundred (500) feet of any existing establishment selling alcoholic beverages for consumption on premises.

#### **126.04 DEVELOPMENT DESIGN STANDARDS**

1. Exterior. It shall be unlawful for an owner of an adult-oriented establishment:
  - A. To allow the merchandise or activities of the establishment to be visible from any point outside the establishment.
  - B. To allow the exterior portion of the adult-oriented establishment to have flashing lights, or any words, lettering, photographs, silhouettes, drawings, or pictorial representation of any manner depicting specified anatomical areas or specified sexual activities.
  - C. To allow exterior portions of the establishment to be painted other than a single color.
2. Signage. The operator shall comply with Article 17 "Signs and Awnings Regulations" of the Zoning Ordinance. Additionally, the display surfaces of the sign shall not contain any flashing lights or photographs, silhouettes, drawings, or pictorial representations of any manner, except for the name of the enterprise.

**126.05 RESPONSIBILITIES OF THE OPERATOR.** Every act or omission by an employee constituting a violation of the provisions of this chapter shall be deemed the act or omission of the operator if such an act or omission occurs either with the authorization, knowledge, or approval of the operator, or as a result of the operator's negligent failure to supervise the employee's conduct, and the operator shall be punishable for such act or omission in the same manner as if the operator committed the act or caused the omission.

**126.06 MINORS.** It shall be unlawful to allow a person who is younger than eighteen (18) years of age to enter or be on the premises of an adult-oriented establishment at any time that the establishment is open for business. The operator must ensure that an attendant is stationed at each public entrance at all times during regular business hours. The attendant shall prohibit any person under the age of eighteen (18) from entering the establishment. It shall be presumed that an attendant knew a person was under the age of eighteen (18) unless such attendant asked for and was furnished a valid drivers license issued by a state reflecting that person's age.

**126.07 HOURS OF OPERATION.** An adult-oriented establishment may remain open for business no longer than the hours from between 10:00 a.m. to 2:00 a.m., seven days a week.

**126.08 ENFORCEMENT.** Any violation of this chapter by the owner or operator shall be a criminal penalty that would be a simple misdemeanor punishable in accordance with Section 1.14 of this Code of Ordinances, plus statutory surcharge and court costs, or a municipal infraction with a scheduled civil penalty as follows:

1. First Offense: \$ 200.00
2. Second Offense \$ 500.00
3. Third Offense \$1,000.00

In addition, any violation may be temporarily and/or permanently enjoined by any Judge of the Second Judicial District of Iowa upon five (5) days' notice to owner and/or operator of any adult-oriented business.

[The next page is 625]

