TITLE 18 [1]

CABLE SYSTEMS

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Pursuant to and in accordance with applicable provisions of state and federal laws and regulations regarding Cable Systems and Cable Services, including, but not limited to the Cable Communications Policy Act of 1984, as more particularly set forth in 47 U.S.C. §§ 521, *et seq.*, as amended, the City's stated purposes and intent in adopting this Chapter are as follows:

(a) To establish a local policy concerning cable communications;

(b) To establish Franchise procedures and standards which encourage the growth and development of Cable Systems and which assure that Cable Systems are responsive to the needs and interests of the local community;

(c) To establish guidelines for the exercise of local authority with respect to the regulation of Cable Systems and the use of municipal rights-of-way;

(d) To assure that cable communications provide and are encouraged to provide the widest possible diversity of information sources and services to the public;

(e) To establish an orderly process for Franchise issuance and renewal which protects Cable Operators against unfair denials of issuance or renewal where the Cable Operator's past performance and proposal for future performance meet the standards established in this Chapter and applicable state and federal laws and regulations;

(f) To promote competition in cable communications and minimize unnecessary regulation that would impose an undue economic burden on Cable Systems; and

(g) To regulate and manage the use of the City's Rights-of-Way, as more particularly defined herein, in accordance with the Findings set forth in Section 18-01-020.

18-01-020. Statement of Findings.

Pursuant to and in accordance with applicable provisions of state law regarding a municipality's right to regulate its rights-of-way, the City's stated findings regarding the use and management of its Rights-of-Way are as follows:

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[1] Enacted by Ord. No. 2016-03, January 5, 2016

(a) The Rights-of-Way of the City are critical to the travel and transport of persons and property in the business and social life of the City;

(b) The Rights-of-Way of the City are intended for public uses and must be managed and controlled consistent with such intent;

(c) Subject to the terms and conditions of applicable federal, state and local laws and regulations, the Rights-of-Way of the City can be partially occupied by the facilities of utilities and other public service entities delivering or providing utility and public services to the enhancement of the health, welfare, and general economic well-being of the City and its citizens; and

(d) The Rights-of-Way of the City are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from the construction, placement, relocation and maintenance of such facilities within the public Rights-of-Way.

18-01-030. Authority.

The City adopts this Chapter pursuant to its powers to manage the Rights-of-Way of the City, pursuant to common law, the Utah Constitution, and statutory authority, including, but not limited to *Utah Code Ann.* § 10-8-11 and § 10-8-15, as amended. This Chapter shall be construed in light of applicable federal and state laws and regulations regarding Cable Systems and Cable Service, including, but not limited to the Cable Act, as more particularly defined in Section 18-01-040. To the extent applicable, the provisions of this Chapter are also intended to comply with the Utah Municipal Cable Television and Public Telecommunications Services Act, as set forth in *Utah Code Ann.* §§ 10-18-101, *et seq.*, as amended. The provisions of this Chapter shall be administered by the City Manager.

18-01-040. Definitions.

For purposes of this Chapter, the following terms, phrases, words and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. The terms, phrases, words and abbreviations defined herein are intended to conform to and comply with the definitions and terms of the Cable Act, as more particularly defined herein. In the event of conflict, the provisions of federal law and regulations shall govern. Words used in the present tense include the future tense, words in the singular include the plural number, and vice versa. The words "shall" and "will" are mandatory and the words "should" and "may" are permissive. Words not defined shall be given their common and ordinary meaning.

(a) Affiliate. Affiliate when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(b) Basic Cable Service. Basic cable service means the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

(c) Cable Act. Cable Act means collectively the Communications Act of 1934, as set forth in 47 U.S.C. §§ 609, *et seq.*, as amended, the Cable Communications Policy Act of 1984, as set forth in 47 U.S.C. §§ 521, *et seq.*, as amended, the Cable Television Consumer Protection and Competition Act of 1992, as set forth in 47 U.S.C. §§ 546, *et seq.*, as amended, and applicable federal regulations and orders promulgated pursuant thereto.

(d) Cable Channel. Cable Channel means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by FCC regulation).

(e) Cable Operator. Cable Operator means any person or group of persons who provides Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System, or who otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

(f) Cable Service. Cable Service means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Cable System. Cable System means the facilities, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area. Cable System does not include any facilities or systems excluded from the definition of Cable System as more particularly provided in 47 U.S.C. § 522, as amended.

(h) FCC. FCC means Federal Communications Commission or successor governmental entity thereto.

(i) Franchise. Franchise means an authorization or renewal thereof by agreement or other written authorization, issued by the City, authorizing the construction and operation of a Cable System or Cable Services within the Rights-of-Way of the City.

(j) Gross Revenue. Gross Revenue means any and all revenues of a Cable Operator, as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by the Cable Operator, or Affiliate of the Cable Operator that would constitute a Cable Operator of the Cable System under the Cable Act, arising from or attributable to operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue shall also include such revenue sources from the provision of Cable Service as may now exist or hereafter develop from or in connection with the operation of the Cable System within the Service Area, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the City's permissible Franchise Fee under the Cable Act. Gross Revenue does not include any Franchise fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Cable Operator on behalf of a governmental unit or agency. Gross Revenue does not include revenues which cannot be collected by the Cable Operator and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenue for the collection period. Gross revenue shall include revenue from subscriptions, installations, rentals, and revenue from other sources, such as leased access, advertising, commissions, and home shopping revenues.

(k) Person. Person means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(l) Rights-of-Way. Rights-of-Way shall mean municipal streets, alleys or rights-of-way within the City's boundaries dedicated to the public and any utility easements within the City's boundaries wherein the City has acquired the right and authority to locate or permit the location of utilities consistent with Cable Systems and telecommunications facilities. Rights-of-Way shall not include any real or personal property of the City that is not specifically described herein and shall not include City parks, trails, bike paths, buildings and other structures or improvements, regardless of whether they are situated in the Rights-of-Way.

(m) Service Area. Service Area means the present boundaries of the City, and shall include any additions thereto by annexation or other legal means.

(n) Subscriber. Subscriber means a Person or user of the Cable System who lawfully receives Cable Service on the Cable System with the Cable Operator's express permission.

18-01-050. Scope.

This Chapter shall provide the basic local scheme for Cable Operators that require the use of the Rights-of-Way of the City. This Chapter shall apply to all future Cable Operators and to all Cable Operators in the City prior to the effective date of this Chapter, whether operating with or without a Franchise as required herein. This Chapter shall be effective within the geographical limits of the City, including any areas subsequently annexed to the City. This Chapter shall apply to any Franchise or renewal approved after the effective date of this Chapter.

CHAPTER 18-02. FRANCHISE REQUIRED.

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18-02-010. Franchise Required.

Except to the extent preempted or exempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every Cable Operator must obtain a Franchise from the City prior to constructing a Cable System or providing Cable Services within the City that require use of the City Rights-of-Way. A Franchise is granted through a Franchise Agreement or other acceptable Rights-of-Way use agreement entered into between the City and the Cable Operator. The fact that a particular Cable System may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a Cable Operator of a Cable System must obtain a Cable Franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a Telecommunications Franchise in accordance with Title 17 regarding Telecommunications Systems.

18-02-020. Franchise Applications.

Any Cable Operator desiring to install, construct, operate, use or maintain a Cable System within the Rights-of-Way or to provide Cable Services through a Cable System utilizing such Rights-of-Way shall file a Cable Franchise Application with the City on forms provided by the City. Any requests for a renewal, amendment or transfer of an existing Franchise shall be submitted by filing the same Cable Franchise Application with the City. The City may request additional information from the applicant as deemed necessary and relevant to determining whether to grant the requested application. The City Council, in its discretion, shall determine whether to grant any Franchise application on the basis of compliance with the terms and provisions of this Chapter, applicable federal, state and local law, and any other considerations relevant to the use of the Rights-of-Way of the City. In reviewing any application, the City may require adequate assurance that the Cable Operator has the financial, technical, and legal qualifications to provide Cable Service within the City. Prior to approval or denial of an application for a Franchise, renewal, transfer or amendment, a public hearing shall be held before the City Council, with adequate notice and an opportunity for the public to be heard regarding the matter.

18-02-030. Application Fees.

Applicants shall be required to submit at the time of application for Franchise, the applicable application fees as adopted by the City and set forth in the City Fee Schedule, which application fees shall be nonrefundable. An application fee shall also be paid when an amendment, renewal or transfer of a Franchise is filed. Applicants shall also be required to pay reasonable costs and expenses for professional services, such as engineering and legal fees, incurred by the City in connection with any application, including a professional services deposit as adopted by the City and set forth in the City Fee Schedule. Such application fees and costs shall be limited to the reasonable cost of processing the application and shall be subject to the limitations set forth in 47 U.S.C. § 542, as amended.

18-02-040. Current Cable Operators.

Except to the extent exempted or prohibited by federal or state law, any Cable Operator operating or using a Cable System or providing Cable Services within the Rights-of-Way on the effective date of this Chapter without a Franchise shall request issuance of a Franchise from the City within ninety (90) days of the effective date of this Chapter. If a timely request is made, the Cable Operator may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a Franchise is not granted, the Cable Operator shall comply with

the provisions of Section 18-05-070 regarding abandonment and removal of facilities. If a Cable Operator has previously been granted a Franchise, the term of which has not expired as of the effective date of this Chapter, the Cable Operator may continue to operate under the existing Franchise Agreement until the term of the Franchise expires. Alternatively, the Cable Operator may negotiate a new Franchise which complies with the provisions of this Chapter prior to the expiration of the existing Franchise.

18-02-050. Nature of Franchise.

A Franchise granted to any Cable Operator pursuant to the provisions of this Chapter governing the installation, construction, operation, use and maintenance of Cable Systems within the Rights-of-Way shall be non-exclusive. A Franchise granted to any Cable Operator pursuant to the provisions of this Chapter shall not convey title, equitable or legal, in the Rights-of-Way of the City. A Franchise is only the right to occupy the Rights-of-Way on a non-exclusive basis for the limited purposes and for the limited period stated in the Franchise. The City assumes no duty or obligation to defend any interest in its Rights-of-Way and the Cable Operator remains solely responsible to make arrangements required as a result of other persons claiming an interest in the City's Rights-of-Way. The Franchise right may not be subdivided, assigned, or subleased, except as may be expressly provided in this Chapter or any Franchise granted hereunder. A Franchise does not excuse a Cable Operator from obtaining appropriate access or pole attachment agreements before co-locating its system on the property of others, including the City's property, or from obtaining other required franchises for additional services or facilities. This Section shall not be construed to prohibit a Cable Operator from leasing conduit to another Cable Operator, so long as the lessee has obtained an applicable Franchise from the City.

18-02-060. Competitive Equity.

A Franchise granted by the City pursuant to the provisions of this Chapter shall be granted on a non-discriminatory and competitively neutral basis. In order to provide for competitive neutrality, all Franchise agreements entered into by the City for the granting of a Cable Franchise shall be in substantially the same form as the City's Cable Franchise Agreement, as approved by the City Council.

18-02-070. Term.

The term of each Franchise shall be set forth in the Franchise Agreement; provided, no Cable Franchise shall be granted for a term exceeding ten (10) years.

18-02-080. Franchise Fee.

(a) Franchise Fee. Every Cable Operator shall pay to the City a Franchise fee ("Franchise Fee") of five percent (5%) of the Cable Operator's annual gross revenue as more particularly defined in Section 18-01-040. The Franchise Fee shall not include any excluded costs or payments under applicable provisions of 47 U.C.A. § 542, as amended. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year.

(b) Quarterly Installments. The Franchise Fee is payable in quarterly installments which shall be due on or before the forty-fifth (45th) day after the end of the calendar quarter. Each payment shall be accompanied by a detailed financial and revenue statement prepared and signed by a representative of the Cable Operator showing the Gross Revenue received by Cable Operator for the preceding quarter and the calculations for computing the quarterly Franchise Fee and certified as to the accuracy, completeness and veracity of the revenue figures. Gross Revenue will be reported by service category, type and level, as applicable. In the event that payment in full is not made within the forty-five (45) days after the date specified herein, the Cable Operator shall pay interest to the City on any unpaid balance at a rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is greater.

(c) Certification. Cable Operator shall be required to provide the City with an annual certification of Franchise Fees remitted. Within six (6) months after the Cable Operator's fiscal year end, the Cable Operator shall provide to the City a certification certifying to the accuracy, completeness and veracity of the annual Franchise Fee payments remitted for the preceding fiscal

year. This certification must be prepared in accordance with generally accepted accounting standards and signed by a certified public accountant or an authorized officer of the Cable Operator.

(d) Increase in Maximum Allowed by Law. If the provisions of the Cable Act are ever amended to change the maximum franchise fee percentage allowed by law, then the City shall have the right to increase the Franchise Fee due hereunder up to the legal maximum, subject to providing Cable Operator ninety (90) days written notice of such increase.

(e) No Release or Accord. No acceptance of any payment shall be construed as a release of, or an accord, or satisfaction of, any claim that the City might have for further or additional sums payable under the terms of this Chapter, or for any other performance or obligation of the Cable Operator.

(f) Other Fees and Assessments. Franchise Fees and other payments made by the Cable Operator to the City under the terms of this Franchise shall be considered in addition to, and exclusive of other fees, taxes, levies or assessments presently in effect or subsequently adopted which fee, tax, levy or assessment is of general applicability and which is not unduly discriminatory against Cable Operators or Subscribers. Nothing in this Chapter shall be construed to limit any authority of the City to impose a tax, fee or other assessment of any kind on any person (other than the Cable Operator) with respect to Cable Service or other communications service provided by such person over a Cable System for which charges are assessed to subscribers but not received by Cable Operator.

(g) Audit Authority. The City shall have the right to inspect Cable Operator's books and records in accordance with the provisions of Section 18-06-050, and the right to conduct an annual audit in accordance with the provisions of Section 18-06-060, to ensure that the appropriate and required Franchise Fees are being paid to the City.

CHAPTER 18-03. CONSTRUCTION REGULATIONS.

18-03-010. Compliance with Laws.
18-03-020. Regulatory Approval.
18-03-030. Licenses and Permits.
18-03-040. Excavation Permit.
18-03-050. Approval of Plans.
18-03-060. Notification of Residents.
18-03-070. Quality and Safety.
18-03-080. Technical Standards.
18-03-090. Facilities Underground.
18-03-100. Marking of Facilities.
18-03-110. As-Built Drawings.
18-03-120. Conditions of Occupancy.

18-03-010. Compliance with Laws.

Cable Operator shall comply with all applicable federal, state and local laws regarding the installation, maintenance and operation of Cable Operator's Cable System and providing Cable Services to Subscribers within the Service Area. All Cable Operators shall comply with the terms of any lawfully adopted generally applicable local ordinance and any ordinances adopted pursuant to the City's police power as more particularly set forth in Section 18-08-010.

18-03-020. Regulatory Approval.

Before offering or providing any Cable Services pursuant to a Franchise granted by the City pursuant to the provisions of this Chapter, the Cable Operator shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or providing of Cable Services from the appropriate federal, state and local authorities. Upon written request of the City, the Cable Operator shall submit to the City evidence of such approvals, permits, authorizations and licenses.

18-03-030. Licenses and Permits.

Prior to any installation, construction, repairs, modifications, or other work within the Rights-of-Way, Cable Operator shall apply for and obtain, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to install, construct, operate, maintain, modify, or repair the Cable System, including, but not limited to any necessary approvals from persons or private parties to use private property, easements, poles and conduit. All fees associated with such required permits, licenses or other approvals shall be paid by the Cable Operator. Cable Operator shall maintain all required permits, licenses and approvals during the term of any Franchise granted hereunder and for any holdover period. In the event of an emergency, Cable Operator shall be required to apply for and obtain all applicable permits and pay all applicable fees for the construction or work conducted by the Cable Operator by the next business day from the date of the emergency and the commencement of work conducted in response thereto.

18-03-040. Excavation Permit.

Cable Operator shall be required to obtain an Excavation Permit from the City prior to conducting or commencing any work within the Rights-of-Way in accordance with applicable provisions of the City's Excavation Permit Ordinances as set forth in Title 9, Chapter 4, as amended ("Excavation Permit Ordinance"). All construction, installation, maintenance, operation, alteration, repair or reconstruction of the Cable System or any other work conducted or performed by Cable Operator within the Rights-of-Way shall comply with the Excavation Permit Ordinance and any Excavation Permit issued thereunder.

18-03-050. Approval of Plans.

Prior to construction or alteration of the Cable System, or any portion thereof, Cable Operator shall in each case, file plans with the City and receive written approval of such plans, which approval by the City shall not be unreasonably withheld. Issuance of an excavation, construction, or similar permit as required by City Ordinance, shall constitute such written approval.

18-03-060. Notification of Residents.

Cable Operator shall make reasonable best efforts to individually notify all residents affected by any proposed substantial construction, installation, alteration or work on the Cable System in writing prior to the commencement of that work provided that such prior notification will not unnecessarily delay repairs or restoration of existing services or slow expeditious remedy of unsafe conditions.

18-03-070. Quality and Safety.

All work involved in the construction, operation, maintenance, repair, upgrade and removal of a Cable System shall be performed by the Cable Operator in a safe, thorough, and reliable manner using materials of good and durable quality. All such work shall comply with applicable federal, state and local laws. Cable Operator shall install and maintain all parts of its Cable System in a safe and non-dangerous condition throughout the entire period of its Franchise or any holdover period. The Cable System shall not endanger or unreasonably interfere with the safety of persons or property in the Service Area.

18-03-080. Technical Standards.

Cable Operator is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with the Cable Act, including, but not limited to, FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations, as revised or amended from time to time. As provided in these rules, the City shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules.

18-03-090. Facilities Underground.

(a) Unless otherwise specifically provided herein, all facilities and equipment constituting Cable Operator's Cable System shall be installed underground.

(b) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are underground, the Cable Operator likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground.

(c) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are above ground, the Cable Operator likewise may construct, operate and maintain its transmission and distribution facilities above ground.

(d) In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are both aerial and underground, the Cable Operator shall consult with the City Engineer to determine whether the construction will be aerial or underground. Wherever possible depending on

the season and the location, facilities shall be constructed and maintained underground. If the reason for not putting the facilities underground is seasonal, subject to City waiver as weather and other conditions may require, the Cable Operator shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

(e) With respect to any cables, wires and other like facilities constructed and installed by Cable Operator above ground, the Cable Operator shall, at its sole cost and expense except as provided by law or entitlement, reconstruct and install such cables, wires or other facilities underground pursuant to any project under which the cables, wires or other like facilities of such utilities are placed underground within an area. The duty of the Cable Operator to place its cables, wires and other facilities underground shall arise only if all like facilities of utilities which are existing above ground are placed underground. For purposes of this Section, "like facilities" shall mean cable, telecommunications or electrical facilities and utilities.

(f) For the purposes of this Chapter, with the exception of service drops, facilities to be placed "underground" shall be at least eighteen (18) inches below the surface grade.

(g) Nothing herein shall be deemed to expressly or impliedly authorize the Cable Operator to construct or install poles or wire-holding structures within the Rights-of-Way for purposes of placing cables, wires, lines or otherwise, without the written consent of the City. Such consent shall be given upon such terms and conditions as the City, in its sole discretion, may prescribe.

(h) Cable Operator may construct, operate, and maintain certain limited ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, and pedestals above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as to minimize visual and physical impact on adjacent yards and landscapes insofar as it is technically and economically feasible and safe.

18-03-100. Marking of Facilities.

The Cable Operator shall be required to locate and mark or otherwise visibly indicate and alert others to the location of any portion of its Cable System that is located underground, and to comply with all applicable state and federal laws, including "blue stake" requirements, regarding underground facilities.

18-03-110. As-Built Drawings.

Every Cable Operator shall at all times maintain on file with the City a full and complete set of plans, records, and as-built drawings, in hard copy and electronic copy form, of all existing installations and the types of equipment and systems installed or constructed within the Rights-of-Way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks. As used herein, as-built drawings include file construction prints. Maps and drawings shall be drawn to scale. As-built drawings shall be submitted within thirty (30) days of completion of work, modifications or repairs. Electronic copies of such drawings and records may also be required upon request of the City.

18-03-120. Conditions of Occupancy.

Any Cable System installed within the Rights-of-Way pursuant to the terms of this Chapter or any Franchise granted hereunder shall be located so as to cause a minimum of interference with the proper use of the Rights-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins such Rights-of-Way. All wires, conduits, cable, and other property and facilities of the Cable Operator constituting the Cable System shall be located, constructed, installed, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic, and travel upon the Rights-of-Way of the City. No Cable System shall be located where it will interfere with the rights of property owners or with gas, electric, or telephone fixtures, or with water hydrants or mains, sewer facilities, or any other service, utility or facility that benefits the City's or its resident's health, safety and welfare. Notwithstanding the grant of authority set forth in this Chapter or any Franchise granted hereunder, no Right-of-Way shall be used by Cable Operator if the City, in its sole discretion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or presently used. Nothing contained in this

Chapter or in any Franchise granted hereunder shall be construed as granting to Cable Operator any rights whatsoever to the use of any private property without the express consent of the owner thereof. In the event a Cable Operator's Cable System creates a hazardous or unsafe condition or an unreasonable interference with property, then at its own expense, the Cable Operator shall voluntarily, or upon the request of the City, remove that part of the Cable System that creates the hazardous condition or interference from the subject property.

CHAPTER 18-04. PUBLIC AND EMERGENCY USE.

18-04-010. Channels for Public, Educational and Government Use.
18-04-020. Service to Public Buildings.
18-04-030. Support of Access.
18-04-040. Emergency Use.

18-04-010. Channels for Public, Educational and Government Use.

Pursuant to and in accordance with the provisions of 47 U.S.C. § 531, as amended, the City may establish requirements in a Franchise with respect to designation or use of channel capacity for public, educational, or governmental use. If the City requires channel designation for public, educational, or governmental use in any Franchise, the City shall also prescribe in the Franchise such rules and procedures under which the Cable Operator is permitted to use such channel capacity for the provision of other services if such channel capacity is not being used for the purposes designated.

18-04-020. Service to Public Buildings.

Every Cable Operator shall, upon request, provide without charge, one outlet of Basic and Expanded Basic Service to City Hall, the Public Works Building, the Performing Arts Center, and any City offices, buildings, fire station(s), police stations(s), and public school building(s) that are passed by its Cable System. The outlets of Basic and Expanded Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Cable Operator 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. The Cable Operator 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 twenty-five (125) cable feet unless the City agrees to pay the incremental cost of such drop line in excess of one hundred twenty-five (125) cable feet. If additional outlets of Basic and Expanded Basic Service are provided to such buildings, the City shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

18-04-030. Support of Access.

Upon written request by the City, each Cable Operator shall provide, for specific use toward capital facilities associated with the educational and government access requirements of the City, a capital contribution ("Capital Contribution") paid annually during the term of any Franchise granted hereunder. The terms, conditions and amount of the Capital Contribution payable by the Cable Operator to the City shall be set forth in the Franchise. All such regulations and requirements shall comply with applicable provisions of the Cable Act, including, but not limited to regulations set forth 47 C.F.R. Part 76.

18-04-040. Emergency Use.

(a) Every Cable Operator within the City shall provide and maintain, in accordance with the Cable Act, including, but not limited to, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as may from time to time be amended, an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and statewide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within the Cable Act, including, but not limited to, FCC Regulations, Section 11.18.

(b) In the case of any emergency or disaster, the Cable Operator shall, upon the request of the City, make available its facilities for the City to provide emergency information and instructions during emergency or disaster period in accordance with applicable local, state and federal EAS procedures. The City shall permit only authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Cable Operator's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the City agrees to hold the Cable Operator, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the City, including, but not limited to, reasonable attorneys' fees and costs.

CHAPTER 18-05. REPAIR, RESTORATION, AND RELOCATION.

18-05-010. Restoration.
18-05-020. Relocation for the City.
18-05-030. Relocation for Third Parties.
18-05-040. Tree Trimming.
18-05-050. Protection of Facilities.
18-05-060. Repair.
18-05-070. Abandonment and Removal.

18-05-010. Restoration of Rights-of-Way.

If during the course of the Cable Operator's construction, operation, or maintenance of the Cable System there occurs a disturbance or damage of any Rights-of-Way by the Cable Operator, Cable Operator shall replace and restore such Right-of-Way at Cable Operator's expense to a condition reasonably comparable to the condition of the Rights-of-Way existing immediately prior to such disturbance or damage and in a manner reasonably approved by the Centerville City Public Works Director. Cable Operator shall also restore and repair any adjacent private property disturbed or damaged during the course of Cable Operator's construction, operation or maintenance of the Cable System to a condition reasonably comparable to the condition of such property existing immediately prior to such disturbance or damage. If the Cable Operator fails to restore any portion of the Rights-of-Way, the City may, upon ten (10) days prior written notice, restore the Rights-of-Way and bill the Cable Operator for the costs incurred by the City in performing such restoration. The Cable Operator shall be required to reimburse the City for such costs within thirty (30) days from receipt of invoice.

18-05-020. Relocation for the City.

Upon reasonable advance written notice, to be not less than five (5) business days, the Cable Operator shall, at its own expense, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Rights-of-Way, any property or facilities of the Cable Operator when lawfully required by the City by reason of public convenience and necessity, traffic conditions, public safety, street abandonment, freeway and street construction, modification or maintenance, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures, improvements or projects which are not used to compete with the Cable Operator's Cable Service.

18-05-030. Relocation for Third Parties.

The Cable Operator shall, on the request of any Person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Rights-of-Way as necessary any property or facilities of the Cable Operator, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Cable Operator, making such payment in advance; and (B) the Cable Operator is given reasonable advance written notice to prepare for such changes. For purposes of this Section, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than forty-five (45) days for a permanent relocation.

18-05-040. Tree Trimming.

Except in the event of an emergency, Cable Operator shall obtain the prior written consent of the City to trim trees or other natural growth within the Rights-of-Way in order to construct access and maintain the Cable System. The Cable Operator shall reasonably compensate the City for any damage caused by such trimming, or shall, in the City's sole discretion and at Cable Operator's own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, access or maintenance of the Cable System undertaken by the Cable Operator. Cable Operator shall also comply with the restoration provisions and requirements of Section 18-05-010 in connection with any disturbance of or damage to public or private property caused by any trimming activities conducted by Cable Operator. Nothing herein shall give the Cable Operator the right to trim trees or shrubs not located within Rights-of-Way without the prior written consent of the owner of such trees or other natural growth. The Cable Operator shall make a reasonable best effort, including written

notice, to notify owners of property adjacent to trees that will be subject to significant trimming at least seventy-two (72) hours prior to doing the work. As used herein, "significant trimming" is any trimming of trees beyond minor cuts that do not substantially change the aesthetic character of the tree or damage or injure the tree. All trimming and pruning of trees shall comply with the American National Standard for Tree Care Operation (ANSI A300), or comparable generally accepted compendium, and shall be conducted under the direction of an arborist certified with the International Society of Arboriculture

18-05-050. Protection of Facilities.

In connection with the construction, operation, maintenance, repair, upgrade or removal of a Cable System, the Cable Operator shall, at its own cost and expense, protect any and all existing facilities, structures and improvements belonging to the City or other persons or utilities. A Cable Operator shall obtain prior written consent of the City to alter any water main, power facility, sewer or drainage system, or any other municipal facility, structure or improvement on, over or under the Rights-of-Way of the City required because of Cable Operator's Cable System. Any such alteration shall be made by the City or its designee on pre-paid basis. A Cable Operator shall be liable for costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City, any municipal structure, facility, improvement or Rights-of-Way of the City involved in the construction, operation, maintenance, repair, upgrade or removal of a Cable System that may become disturbed or damaged as a result of any work thereon by or on behalf of a Cable Operator.

18-05-060. Repair.

After written reasonable notice to the Cable Operator, unless, in the sole determination of the City, an eminent danger exists, any Rights-of-Way within the City which are disturbed or damaged during the construction, operation, maintenance or reconstruction by a Cable Operator of its Cable System may be repaired by the City at the Cable Operator's expense to a condition as good as that existing before such work was commenced. Upon doing so, the City shall submit to such Cable Operator an itemized statement of the cost for repairing and restoring the Rights-of-Way intruded upon. The Cable Operator shall, within thirty (30) days after receipt of the statement, pay the City the entire amount thereof.

18-05-070. Abandonment and Removal.

Unless otherwise agreed to by the City, the Cable Operator shall remove its Cable System from the Rights-of-Way within 180 days of any of the following occurrences: (a) the Cable Operator ceases to operate its Cable System or provide Cable Services within the City for a continuous period of twelve (12) months; (b) the Cable Operator elects not to renew a Franchise issued pursuant to this Chapter; or (c) the Cable Operator's Franchise is revoked by the City. The Cable Operator shall also restore any property damaged or affected by such removal in accordance with the provisions of Section 18-05-010. If the Cable Operator's Cable System is not removed from the Rights-of-Way within the required time frame, the City may remove or cause to be removed Cable Operator's Cable System upon thirty (30) days written notice. All costs incurred by the City in removing a Cable System, or portion thereof, shall be paid by the Cable Operator within thirty (30) days of invoice from the City. If the City is required to remove the Cable System, or any portion thereof, any and all rights to such facilities removed by the City shall be deemed forfeited by the Cable Operator and the City shall have the right to retain such property or to sell it as surplus and retain the proceeds obtained therefrom.

CHAPTER 18-06. INSURANCE AND RECORDS.

18-06-010. Insurance Requirements.
18-06-020. Indemnification.
18-06-030. Bonds and Surety.
18-06-040. Books and Records.
18-06-050. Right of Inspection.
18-06-060. Annual Audit Authority.
18-06-070. Notices.

18-06-010. Insurance Requirements.

Every Cable Operator granted a Franchise pursuant to this Chapter or otherwise utilizing the Rights-of-Way shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise or occupancy, a comprehensive form of general public liability insurance in a form substantially similar to the ISO approved comprehensive general liability policy, to be approved by the City, from a responsible insurance company with an A.M. Best rating of A-9 or better (or a comparable rating by any other nationally recognized rating agency), licensed and authorized to do business in Utah, in an amount not less than of Two Million Dollars ($2,000,000) combined single limit per occurrence and Four Million Dollars ($4,000,000) aggregate for bodily injury and property damage. The insurance policy or policies required to be obtained by the Cable Operator shall insure against and cover any and all insurable liabilities, damages, claims and losses set forth in and covered by the indemnification and hold harmless provisions of Section 18-06-020, and shall include defense costs. The insurance policy or policies shall name as an additional insured the City, and in their capacity as such, its officers, agents, representatives and employees. Cable Operator shall provide a Certificate of Insurance to the City upon final execution of a Franchise evidencing coverage and compliance with the terms and conditions of this Chapter. Additionally, the Cable Operator shall maintain in full force and effect, Automobile Liability insurance with limits of no less than $500,000 combined single limit per accident for bodily injury and property damage. The insurance policy or policies required herein shall be noncancellable except upon thirty (30) days prior written notice to the City. In no event shall insurance coverage be provided by the Cable Operator in amounts less than those set forth herein or less than federal or state statutory limits and requirements, including, but not limited to governmental immunity cap limits for municipal corporations, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended. The Cable Operator shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, of the Governmental Immunity Act of Utah, as calculated by the State risk manager every two years and stated in Utah Admin. Code R37-4-3, as amended. If the State of Utah authorizes a Cable Operator to self-insure, the Cable Operator may exercise its right to self-insure so long as the minimum insurance coverages described herein are met and maintained.

18-06-020. Indemnification.

To the extent permitted by law, a Cable Operator shall at all times fully indemnify, defend, protect and hold harmless, the City, its officers, boards, representatives, agents and employees, from and against any and all claims, suits, actions, judgments, demands, liens, penalties and all liability for damages of whatsoever kind, whether compensatory or punitive, either at law or in equity, which might be claimed now or in the future, including, but not limited to, any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of or caused by the Cable Operator's, its agents, employees, contractors, subcontractors, independent contractors, or implied or authorized representatives, construction, operation, location, repair, replacement, removal, restoration or maintenance of the Cable System, including, but not limited to, reasonable attorney's fees and costs, incurred by the City in defense of such claims, provided that the City shall give the Cable Operator written notice of its obligation to indemnify the City within thirty (30) days of receipt of a claim or action pursuant to this Section. Notwithstanding the foregoing, the Cable Operator shall not be required to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City. Nothing herein shall be construed to prevent the City from raising any defense under the Governmental Immunity Act with regard to claims from third parties. The indemnity provisions contained herein shall survive the expiration, revocation or termination of any Franchise.

18-06-030. Bonds and Surety.

Except as expressly reserved herein, Cable Operators shall not be initially required to obtain or maintain bonds or other surety as a condition of being awarded a Franchise under the terms of this Chapter. The City recognizes that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. The City expressly reserves the right to require such bonds in the future. In the event that bonding is required in the future by the City, the City shall provide all Cable Operators at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Notwithstanding the above provisions, Cable Operators shall be responsible for standard performance bonds and insurance required for encroachment and excavation permits for work done within Rights-of-Way and other bond and surety requirements of general applicability.

18-06-040. Books and Records.

Cable Operator shall maintain complete and accurate books of accounts and records of the business, ownership, and operations of the Cable Operator with respect to the Cable System and Cable Services in a manner that allows the City at all times to determine whether a Cable Operator is in compliance with the terms of this Chapter and any Franchise granted hereunder. All financial books and records which are maintained in accordance with the regulations of applicable federal and state agencies that regulate cable television systems and services shall be deemed to be acceptable under this Section.

18-06-050. Right of Inspection.

Upon ten (10) working days written notice, the City shall have the right to review all books and records of the Cable Operator as reasonably necessary for the enforcement of this Chapter and any Franchise granted hereunder. Such review, unless mutually agreed upon or judicially ordered, shall occur at the Cable Operator's local office during Cable Operator's normal business hours. If necessary books and records are not easily accessible at the local office of the Cable Operator, the Cable Operator may, at its sole option, choose to pay the reasonable travel costs of the City's representatives to view the books and records at the appropriate location. The Cable Operator shall not be required to maintain any books and records for compliance purposes under this Section or any applicable Franchise longer than four (4) years from the date of the book or record. Cable Operator shall not be required to disclose books and records of any Affiliate which is not providing Cable Service in the Service Area. Subject to applicable provisions and restrictions of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended, the City agrees to treat any information disclosed by the Cable Operator as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Cable Operator shall not be required to provide Subscriber information in violation of the Cable Act, including, but not limited to, 47 U.S.C. § 551, as amended.

18-06-060. Annual Audit Authority.

On an annual basis, the City, including the City's Auditor, his/her authorized representative, or an independent certified public accounting firm or other financial expert, shall have the right to conduct an independent audit of Cable Operator's books, records and accounts reasonably related to the administration and enforcement of this Chapter and any Franchise granted hereunder. Any such audit shall be conducted in accordance with Generally Accepted Accounting Principles ("GAAP"). The audit shall be conducted at the sole expense of the City; provided, if the results of such an audit show an underpayment of applicable Franchise Fees in an amount equal to five percent (5%) or greater, the Cable Operator shall pay the reasonable cost of the audit plus interest at a rate of twelve percent (12%) per annum or the maximum rate allowed by law, whichever is greater, in addition to any amount owed as shown by the audit. The City's right to audit and the Cable Operator's obligation to retain records related to a Franchise Fee audit shall expire three (3) years after each Franchise fee payment has been made to the City or upon expiration of the statute of limitations for pursuing reimbursement for such Franchise Fees, whichever is greater.

18-06-070. Notices.

All notices from a Cable Operator to the City required under this Chapter shall be directed to the City Manager. Cable Operators shall provide in any application for a cable Franchise the identity, address and phone number to receive notices from the City. Separate noticing procedures and contacts may be provided in the Franchise.

CHAPTER 18-07. RENEWAL, SALE OR TRANSFER.

18-07-010. Renewal of Franchise.
18-07-020. Sale or Transfer.
18-07-030. Opportunity to Effectuate Transfer.
18-07-040. Conditions of Sale.
18-07-050. Extended Operation.
18-07-060. Continuing Obligation and Holdover.

18-07-010. Renewal of Franchise.

Any proceedings undertaken by the City that relate to the renewal of a Franchise granted pursuant to the provisions of this Chapter shall be governed by and comply with the provisions of the Cable Act, including, but not limited to, 47 U.S.C. § 546, as amended, 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. Notwithstanding anything to the contrary set forth in this Section, the City and any Cable Operator, while affording the public appropriate notice and opportunity to comment, may agree to undertake and finalize informal negotiations regarding renewal of a Franchise granted hereunder. Renewal of a Franchise shall comply with the Application procedures set forth in Section 18-02-020, and other applicable provisions of this Chapter.

18-07-020. Sale or Transfer.

The Cable Operator's right, title, or interest in the Franchise shall not be sold, transferred or assigned, in whole or in part, other than to an entity controlling, controlled by, or under common control with the Cable Operator, without the prior written 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 the Cable Operator in the Franchise or Cable System in order to secure indebtedness. Any request for approval of such a sale, transfer or assignment by Cable Operator shall contain or be accompanied by such information as is required in accordance with applicable provisions of the Cable Act and FCC Regulations. The City may request and shall notify the Cable Operator in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. Pursuant to and only to the extent required in 47 U.S.C. § 537, the City shall have one hundred twenty (120) days to act upon any complete request for approval of a sale, transfer or assignment as provided herein. If the City fails to render a final decision on the complete request within the time frame set forth herein, the request shall be deemed granted unless the Cable Operator and City agree to an extension of time. Any future buyer, assignee or transferee of any right or interest under a Franchise shall consent in writing to be bound by the terms and conditions of the Franchise as a condition precedent to such purchase, transfer or assignment. In the event of a sale, transfer or assignment, the buyer, assignee or transferee ("Subsequent Owner") shall be liable for the performance of each of the obligations contained in the Franchise. Acceptance of an assignment, transfer, deed, bill of sale, or similar conveyance, shall constitute an agreement by such party to assume and to be bound by the provisions of the Franchise. Each such Subsequent Owner shall sign an assignment and assumption agreement with the City in a form reasonably acceptable to the City agreeing to be bound by all the terms and conditions of the Franchise as provided herein and shall provide the City the requisite insurance certification required by this Chapter.

18-07-030. Opportunity to Effectuate Transfer.

The Cable Operator and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the Cable Operator shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Cable Operator shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such a period of time; however, under no event shall such authorization exceed a period of time greater than twelve (12) months from the effective date of such revocation, unless otherwise agreed to in writing by the City. If, at the end of that time, the Cable Operator is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, the Cable Operator and the City may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Cable Operator's continued operation of the Cable System during the twelve

(12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Cable Operator. Any transfer or assignment made hereunder shall comply with the procedures and provisions of Section 18-07-020.

18-07-030. Conditions of Sale.

If a renewal of the Cable Operator's Franchise is denied or the Cable Operator's Franchise is lawfully terminated pursuant to Section of this Chapter or any Franchise granted hereunder, 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, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in the Cable Act, including, but not limited to, 47 U.S.C. § 547, as amended.

18-07-040. Extended Operation.

Upon either expiration or revocation of a Franchise granted pursuant to this Chapter, the City shall have the discretion to permit a Cable Operator to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. The Cable Operator shall continue to operate its system under the terms and conditions of this Chapter and the Franchise granted pursuant to this Chapter during the approved period for extended operations.

18-07-050. Continuing Obligation and Holdover.

In the event a Cable Operator continues to operate any or all of its Cable System or services within the City after the term of the granted Franchise has expired, without approval from the City pursuant to Section 18-07-040 for extended operations, such Cable Operator shall continue to comply with all applicable provisions of this Chapter and the expired Franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation; provided, that any such continued operation shall in no way be construed as a renewal or other extension of the Franchise, nor as a limitation on the remedies available to the City as a result of such continued operation after the expiration of the Franchise.

CHAPTER 18-08. ENFORCEMENT AND REMEDIES.

18-08-010. Police Power.
18-08-020. Authority over Non-Cable Systems and Services.
18-08-030. Failure to Enforce.
18-08-040. Termination.
18-08-050. Governing Law and Interpretation.
18-08-060. Severability.
18-08-070. Violations.

18-08-010. Police Power.

Cable Operators' rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Cable Operators shall comply with all applicable general laws and ordinances enacted by the City pursuant to its police powers. To the fullest extent permitted by applicable law, either now or in the future, the City reserves the right to adopt or issue such rules, regulations, or directives that it finds necessary or appropriate in the lawful exercise of its police powers.

18-08-020. Authority over Non-Cable Services and Systems.

Nothing in this Chapter or any Franchise granted hereunder shall be construed as a waiver of any right that the City may have to regulate or receive compensation for non-cable services to the extent authorized by applicable law. Cable Operator shall comply with and be subject to any and all applicable and lawful local, state and federal laws, rules and regulations regarding such non-cable services and all permitting, franchise and tax requirements regarding the same.

18-08-030. Failure to Enforce.

Cable Operators shall not be relieved of any obligations granted pursuant to this Chapter or any Franchise granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

18-08-040. Revocation or Termination.

Revocation or termination procedures may be set forth in the Franchise Agreement. In the event of revocation or termination of any Franchise, the Cable Operator shall have the right to affect a transfer pursuant to the provisions of Section 18-07-030, and shall thereafter, as applicable, be subject to the abandonment and removal provisions of Section 18-05-070. The Cable Operator shall repair and restore all property, public or private, that is disrupted, damaged or destroyed as a result of such removal in accordance with the provisions of Section 18-05-010.

18-08-050. Governing Law and Interpretation.

This Chapter shall be construed in accordance with applicable federal and state law. This Chapter and any Franchise granted pursuant to this Chapter shall be construed in accordance with the laws of the State of Utah.

18-08-060. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstances is declared void, unconstitutional, or invalid for any reason by a court of competent jurisdiction, such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, shall remain in full force and effect.

18-08-070. Violations.

(a) Criminal Penalties. Any violation or failure to abide by, and comply with, any provisions or requirements of this Chapter shall be a violation of the Centerville Municipal Code, punishable as a class B misdemeanor unless otherwise provided by State law.

(b) Civil Penalties. The City may also impose civil penalties for violations of the provisions of this Chapter in accordance with the provisions of Title 1, Chapter 6, of the Centerville Municipal Code.

(c) Additional Remedies. The penalties set forth herein are in addition to all other remedies available to the City as provided by law and any contractual provisions set forth in a Franchise adopted pursuant to the provisions of this Chapter.