

TITLE 4

BUSINESS LICENSES AND REGULATIONS

Chapters:

- 4.04 Electric Franchise
- 4.08 Gas Franchise
- 4.12 Telephone Franchise
- 4.16 Cable TV Franchise
- 4.20 New Business Compliance
- 4.24 Business Licenses

CHAPTER 4.04

ELECTRIC FRANCHISE

Sections:

- 4.04.01 Electric franchise granted to Arkansas Power and Light Company
- 4.04.02 Rights and responsibilities of grantor and grantee
- 4.04.03 Termination procedure
- 4.04.04 Rates
- 4.04.05 City not liable for negligence of grantee
- 4.04.06 Standards of care for facilities
- 4.04.07 Franchise tax
- 4.04.08 Street lighting
- 4.04.09 Contract

4.04.01 Electric franchise granted to Arkansas Power and Light Company. The city of Mayflower, Arkansas, (hereinafter called Grantor) hereby grants to the Arkansas Power and Light Company, its successors and assigns (hereinafter called Grantee), the exclusive right, privilege and authority within the present and all future expansion of the corporate limits of the city of Mayflower, Arkansas, (1) to sell, furnish, transmit and distribute electric power and energy to Grantor and to all inhabitants and consumers within said limits, and (2) to construct, maintain, operate and extend a system for such purposes and to enter on, under and upon and use any and all of the streets, alleys, avenues, bridges and other public grounds and ways belonging to, or under the control of Grantor, for the purpose of erecting, maintaining, repairing, replacing and operating poles, wires, anchors, stubs, transformers, substations, cables, conduits and other related facilities, appliances and apparatus which are necessary for, or useful in, the furnishing, sale, transmission or distribution of said electric service (hereinafter called facilities). (Ord. No. 35, Sec. I.)

4.04.02 Rights and responsibilities of grantor and grantee.

- A. General Rights and Obligations. Grantee shall, and does by acceptance hereof, agree to provide to the city and its inhabitants adequate and reasonable electric service as a public utility and the facilities necessary to provide such service. Grantor, in recognition of the large and continuing investment necessary for Grantee to perform its obligations hereunder, and the need and duty to promptly construct its facilities, as defined above, required to serve customers, in all areas and zones of the city, consents to the construction of such facilities as defined in Section 4.04.01 in all such areas and zones, and Grantor agrees to protect by ordinance, regulation and otherwise, to the fullest extent permitted by law, and except as otherwise limited herein, the grants of rights and privileges to Grantee set forth in Section 4.04.01 from interference with, or duplication by, other persons, firms or corporations seeking to engage in the sale or distribution of electric energy.
- B. Standards and Right-of-Ways. All facilities of Grantee which may be located on public ways, places and public property, as authorized herein, shall be located so as to not unreasonably obstruct public use and travel. All of Grantee's facilities shall be constructed, operated and maintained in accordance with standards at least equivalent to the standards prescribed by the National Electrical Safety Code. Grantee, its successors and assigns, shall replace and repair, at its own expense, all excavations, holes or other damage caused or done by it to public streets, ways, places and public property in the construction, operation and maintenance of its facilities.
- C. Removal of Hazards; Clearing of Right-of-Ways. The Grantee, its successors and assigns, is hereby given the right to trim, cut or remove trees, shrubbery or growth on or in public ways, places and public property which interfere or offer hazards to the operation of Grantee's facilities used or useful for the rendition of electric service; further, Grantee is hereby given the right, authority and permission to trim, cut and remove portions of trees, shrubbery or growth growing on private property but overhanging or encroaching on public ways, places and public property which interfere or offer hazards to the construction, operation and maintenance of Grantee's facilities.(Ord. No. 35, Secs. 2-4.)

4.04.03 Termination procedure. The rights, privileges and authority hereby granted shall exist and continue from the date of passage of this ordinance, and thereafter, until termination in accordance with provisions of Section 44 of Act 324 of the 1935 Acts of the State of Arkansas, as presently enacted or hereinafter amended. (Ord. No. 35, Sec. 5.)

4.04.04 Rates. The rates which are to be charged by Grantee for electric service hereunder shall be those which are now lawfully approved or prescribed, and as said rates may, from time to time, be amended by Grantee in accordance with law or by any regulatory authority having jurisdiction thereof. (Ord. No. 35, Sec. 6.)

4.04.05 City not liable for negligence of grantee. In the construction, operation, and maintenance of its facilities, said Grantee shall use reasonable and proper precaution to avoid damage or injury to persons or property and shall hold and save harmless the said Grantor from damage, injury, loss or expense caused by the negligence of the Grantee or its agents, servants, or employees, in constructing, operating and maintaining said facilities or in repaving or repairing any streets, avenues, alleys, bridges or other public grounds.(Ord. No. 35, Sec. 7.)

4.04.06 Standard of care for facilities. The Grantee shall endeavor at all times to keep its facilities in a reasonable state of repair and to conform to such practices and install such appliances and equipment as may be in keeping with the customary usage and practice in cities of similar size in this state during the time this franchise shall remain in force. (Ord. No. 35, Sec. 8.)

4.04.07 Franchise tax. Beginning in 1966, and thereafter during the life of this franchise, the Grantee shall pay to Grantor each year a franchise tax in an amount equal to: Four and twenty-five hundredths percent (4.25%) of the preceding calendar year's gross residential and commercial electric revenues as paid to the Grantee by residential and commercial customers located within the corporate limits of the city of Mayflower, Arkansas. Payments shall be made by the Grantee to the Grantor in approximately equal quarterly installments beginning in January, 1966. Residential and commercial electric revenues are those revenues so classified pursuant to Grantee's uniform classification standards. Grantor shall have the right to examine and verify, from the records of the Grantee, any data relating to the gross revenues of Grantee from customers on which said franchise tax is due. In the event of a controversy, between the Grantor and Grantee as to the amount of gross revenues received by Grantee in the city of Mayflower, Arkansas, upon which said tax is due, such controversy shall be referred to the Arkansas Public Service Commission, or such successor regulatory agency which may have jurisdiction over the Grantee, for final determination, and the decision of said Commission shall be binding upon both parties hereto.

It is expressly agreed and understood by the Grantor and Grantee that the aforesaid payment shall constitute and be considered as complete payment and discharge by the Grantee, its successors and assigns, of all licenses, fees, charges, impositions or taxes of any kind (other than automobile license fees, special millage taxes, general ad valorem taxes and other general taxes applicable to all citizens and taxpayers) which are now or might in the future be imposed by the Grantor under authority conferred upon the Grantor by law. In the event such other tax or taxes are imposed by Grantor, the obligation of the Grantee set forth in Section 4.04.07 hereof, to pay the city the sum of four and twenty-five hundredths percent (4.25%) annually of the gross residential and commercial electrical revenues shall immediately terminate. (Ord. No. 35, Sec. 11.)

The manufacture, sale, furnishing, transmission, and distribution of electric power and energy by the Power company within the city is hereby declared to be a special privilege and for such privilege the Power Company shall pay to the city a special tax, charge or imposition of Fifty Cents (\$.50) per meter and otherwise if agreed upon by the City and Power company. This special tax, charge or imposition is in addition to any and all taxes, charges or impositions

already being paid by Power company to the City. (Ord. No. 113, Sec. 1.)

4.04.08 Street lighting. Electric service furnished the Grantor for street lighting and other purposes shall be paid for by the Grantor in accordance with the applicable rate schedules of the Grantee now on file and/or as they may in the future be filed by the Grantee and approved by the Arkansas Public Service Commission or other regulatory authority having jurisdiction. The Grantee shall have the privilege of crediting any amount due Grantor with any unpaid balances due said Grantee for electric service rendered to said Grantor. (Ord. No. 35, Sec. 10.)

4.04.09 Contract Upon written acceptance by Grantee, this ordinance shall constitute a contract between Grantor and the Grantee, and its successors and assigns. (Ord. No. 35, Sec. 11.)

CHAPTER 4.08

GAS FRANCHISE

Sections:

- 4.08.01 Gas franchise granted to Arkansas Louisiana Gas Company
- 4.08.02 Rights and responsibilities of Gas Company and city
- 4.08.03 Franchise tax
- 4.08.04 Construction of chapter

4.08.01 Gas franchise granted to Arkansas Louisiana Gas Company. The Arkansas Louisiana Gas Company (hereinafter referred to as the "Gas Company") is duly authorized by franchise ordinance heretofore enacted to operate a gas distribution system and appurtenances thereto, used in, or incident to the rendition of gas service to Mayflower, Arkansas, and the inhabitants thereof residing in the city. (Ord. No. IA, Sec. 1.)

4.08.02 Rights and responsibilities of Gas Company and city. The Gas Company is now occupying and shall continue to occupy the streets and alleys of the city of Mayflower, Arkansas, for the purpose of operating, maintaining and extending its gas service to the city and the inhabitants and consumers residing in the city, and shall continue to supply to the city and consumers therein gas service. (Ord. No. IA, Sec. 1.)

4.08.03 Franchise tax. The amount of occupation, license or franchise or other special city tax to be paid by the Gas Company for the year 1984 and future years, until changed by ordinance, shall be determined and computed as follows:

- A. At the close of the calendar year 1984 and at the close of each calendar year thereafter, the Gas Company shall determine the gross revenues from domestic and commercial users for the preceding year within the corporate limits of the city of Mayflower, Arkansas, and shall inform the Mayor of the results of this

calculation. The tax for each year shall be computed by multiplying the gross revenues by 4.25%. (Ord. No. 84-1, Sec. 1.)

- B. Said tax for the year 1984 shall be paid by March 1, 1985, and the tax similarly computed for succeeding years shall be paid by March 1 of each succeeding year. (Ord. No. 84-1, Sec. 2.)

4.08.04 Construction of chapter. This chapter shall not be construed to alter or change the terms or conditions of the present franchise under which the Gas Company is operating.

Nothing in this chapter shall be construed to alter or change the present rate schedule under which the Gas Company is now operating, except by order of the Arkansas Public Service Commission or other legally constituted bodies.

CHAPTER 4.12

TELEPHONE FRANCHISE

Sections:

- 4.12.01 Authority granted for operation of telephone system
- 4.12.02 Tax imposed upon Southwestern Bell Telephone Company
- 4.12.03 Tax shall be in lieu of other charges
- 4.12.04 Temporary moving of lines
- 4.12.05 Permission to trim trees
- 4.12.06 Ordinance does not require or permit electric light or power wire attachments
- 4.12.07 Exclusive privileges not given
- 4.12.08 Written acceptance

4.12.01 Authority granted for operation of telephone system. The Southwestern Bell Telephone Company, its successors and assigns (hereinafter referred to as "Telephone Company") shall continue to operate its telephone system and all business incidental to or connected with the conducting of a telephone business and system in the city of Mayflower, Arkansas, (hereinafter referred to as "city"). The plant construction and appurtenances used in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the Telephone Company in said city shall remain as now constructed, subject to such changes as may be considered necessary by the city in the exercise of its inherent powers and by the Telephone Company in the conduct of its business, and said Telephone Company shall continue to exercise its rights to place, remove, construct and reconstruct, extend and maintain its said plant and appurtenances as the business and purpose for which it is or may be incorporated may from time to time require, along, across, on, over, through, above and under all the public streets, avenues, alleys, and the public grounds and places within the limits of said city as the same from time to time may be established. (Ord. No. 77-127, Sec. 1.)

4.12.02 Tax imposed upon Southwestern Bell Telephone Company. The Telephone Company shall pay to the city, on or before March 1 of each year, for the period January 1, 1984 to December 31, 1984, inclusive, and thereafter for like periods an amount determined by multiplying the gross receipts on access lines in service within the corporate limits of the city as of the last day of the preceding year by the sum of 4.25%. (Ord. No. 84-2, Sec. 1.)

4.12.03 Tax shall be in lieu of other charges. - The annual payment herein required shall be in lieu of all other licenses, charges, fees or impositions (other than the usual general or special ad valorem taxes) which may be imposed by the city under authority conferred by law. The Telephone Company shall have the privilege of crediting such sums with any unpaid balance due said Company for telephone services rendered or facilities furnished to said city. (Ord. No. 77-127, Sec. 3.)

4.12.04 Temporary moving of lines. The Telephone Company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and the Telephone Company may require such payment in advance. The Telephone Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes. (Ord. No. 77-127, Sec. 4.)

4.12.05 Permission to trim trees. Permission is hereby granted to the Telephone Company to trim trees upon and overhanging streets, alleys, sidewalks and public places of said city so as to prevent the branches of such trees from coming in contact with the wires and cables of the Telephone Company, all the said trimming to be done under the supervision and direction of any city official to whom said duties have been or may be delegated. (Ord. No. 77-127, Sec. 5.)

4.12.06 Ordinance does not require or permit electric light or power wire attachments. Nothing contained in this chapter shall be construed to require or permit any electric light or power wire attachments by the city or for the city. If light or power attachments are desired by the city or for the city, then a separate non-contingent agreement shall be a prerequisite to such attachments. (Ord. No. 77-127, Sec. 6.)

4.12.07 Exclusive privileges not given. Nothing herein contained shall be construed as giving to the Telephone Company any exclusive privileges, nor shall it affect any prior or existing right of the Telephone Company to maintain a telephone system within the city. (Ord. No. 77-127, Sec. 7.)

4.12.08 Written acceptance The said Telephone company shall have ninety (90) days from and after its passage and approval to file its written acceptance of this ordinance with the City Clerk, and upon such acceptance being filed, this ordinance shall be considered as taking effect and being in force from and after the date of its passage and approval by the Mayor. The ordinance shall continue in effect and be in force until terminated by the city or the Telephone company as of the end of any year after giving one (1) year's written notice of intention to terminate. (Ord. No. 77-127, Sec. 8.)

CHAPTER 4.16

CABLE TV FRANCHISE

Sections:

4.16.01	Short title
4.16.02	Definitions
4.16.03	Grant of authority
4.16.04	Compliance with applicable laws and ordinance
4.16.05	Company liability-indemnification
4.16.06	Service standards
4.16.07	Company rules
4.16.08	Condition on street occupancy
4.16.09	Payments to the city
4.16.10	Rates and charges
4.16.11	Free connection and service
4.16.12	Records and reports
4.16.13	Term of franchise and renewal thereof
4.16.14	Construction of system
4.16.15	Separate system
4.16.16	Comply with FCC standards
4.16.17	Extension of franchise to include areas annexed
4.16.18	Publication costs
4.16.19	Activities prohibited
4.16.20	Transfer of franchise
4.16.21	Foreclosure
4.16.22	Receivership
4.16.23	Amendment

4.16.01. Short Title This Ordinance shall be known and may be cited as the Mayflower Cable T.V. Ordinance. (Ord. No. 83-4, Sec. 1.)

4.16.02. Definitions For the purpose of this Ordinance, the following term, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "City" is the City of Mayflower, Arkansas.
- B. "Company" is the grantee of rights under this Ordinance awarding a Franchise and is Mayflower Cablevision.

- C. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- D. "System" shall mean the entire installation.
- E. "F.C.C." shall mean the Federal Communication Commission.
(Ord. No. 83-4, Sec. 2.)

4.16.03 Grant of authority This non-exclusive Franchise by the City is in the exercise of its Police Powers. There is hereby granted by the City to the Company the non-exclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, and alleys, public ways and public places now laid out or dedicated, utility or any other easements now laid out or dedicated, and all extensions or additions of any of the same in the City, poles, wires, cables, underground conduits, man-holes and other television conductors and fixtures of any sort necessary or incident to the maintenance and operation in the City of a community television system for the reception and distribution of television signals, subject to use by the City of Mayflower, Arkansas.

It is agreed and understood that this is a non-exclusive Franchise being awarded by the City of Mayflower Arkansas. (Ord. No. 843-4, Sec. 3.)

4.16.04 Compliance with applicable laws and ordinance The Company shall, at all times during the life of this Franchise, be subject to all lawful exercise of the Police power by the City, and to such reasonable regulation as the City shall hereafter by Ordinance provide. (Ord. No. 83-4, Sec. 4.)

4.16.05 Company liability-indemnification It is expressly understood by and between the Company and the City that the Company shall save the City harmless from all loss sustained by the City on account of any suit of any nature, including contractual, court costs, attorney fees, judgement, execution, claim or demand whatsoever resulting from negligence on the part of the Company in the construction, operation or maintenance of the System described in this Franchise.

The City shall notify the Company's representative in the City within Fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Company. The Company shall carry and pay the cost of the following liability insurance in support of its undertaking to hold the City harmless from loss sustained on account of the negligence of the Company, in at least the amounts indicated below, for injury to or death of persons and injury to or destruction of property.

- A. \$100,000.00 for property damage to any one person.
- B. \$500,000.00 for any one accident.
- C. \$100,000.00 for personal injury to any one person.
- D. \$500,000.00 for any one accident.

- E. In the event the City Council believes that it is necessary and responsible for the protection of citizens of the City, they may require that the amounts of insurance set out above may be increased. The Company shall comply with all provisions of the Workman's Compensation Law of Arkansas. (Ord. No. 83-4, Sec. 5.)

4.16.06 Service standards The Company shall maintain a suitable business office in the City, which office shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time and further, a complaint procedure shall be established by said local office and all complaints shall receive prompt attention within no longer than two (2) days from the receipt of notice by the Company. Failure to substantially comply with this provision shall be a violation of this Franchise and can result in termination of this Franchise by a majority vote of the City Council. (Ord. No. 83-4, Sec. 6.)

4.16.07 Company rules The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary or incident to the exercise by the Company of its rights or as shall be its obligations under this Franchise, and to assure an uninterrupted service to each and all of its customers. (Ord. No. 83-4, Sec. 7.)

4.16.08 Condition on street occupancy

- A. The Company may enter into one of more contracts with Arkansas Power and Light Company, Southwestern Bell Telephone Company or the owner or lessee of any poles or posts located within the City to whatever extent such contract or contracts may be expedient and of advantage to the Company in furnishing the service covered by this Franchise to its customers.
- B. The Company system, poles, wires and appurtenances shall be located, erected and maintained so that none of it shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make or hinder unnecessarily or obstruct the free use of the street, alleys, bridges, easements, or public property.
- C. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixtures, water hydrant or main; and all such poles or other fixtures placed in or on any street or other easement of the City of Mayflower, shall be placed according to the requirements of the City Council and any City Ordinance and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways or use of such easements.
- D. The City shall have the right at its own expense to designate an engineer to approve the Company's plans and, if an engineer be so designated, no construction shall be commenced without the prior approval of said engineer based upon plans submitted to him. All property shall be restored to its original condition at the cost

of the Company. (5) In the case of a street crossing or driveway, the Company will not cut a street or driveway unless all other alternatives have been exhausted. The Company will be totally responsible for restoration to the original condition. (Ord. No. 83-4, Sec. 8.)

4.16.09 Payments to the city The Company shall pay to the City, in addition to any and all privilege licenses and ad valorem or other taxes hereafter levied by the City, a sum equivalent to three percent (%) of the annual gross operating revenues received by the Company for services rendered to customers within the City during each year of operation under this Franchise. "Annual Gross Operating Revenues" shall consist of receipts from Customers located in the City for transmission of television signals by the Company under contracts with such customers and does include revenues from the Sale of optional Pay TV services. The Company agrees to pay the City the Sum of\$ 12,000.00 thirty days after the Franchise Agreement is signed and awarded. (Ord. No. 83-4, Sec. 9.)

4.16.10 Rates and charges In its rates, charges, service facilities, rules, regulations or in any other respect; the Company shall not make or grant any preference or advantage to any person, not subject any person to any prejudice or disadvantage within the same classification of service. The Company shall have the right to establish different classification of service for residential and commercial users and to adopt charges and rates schedules to which any subscriber within those classifications shall be entitled. The initial schedule of subscriber charges are set forth in Amendment #1. (Ord. No. 83-4, Sec. 10.)

4.16.11 Free connection and service The Company shall furnish, upon request, six (6) outlets for each local school, one (1) outlet for each municipal building of Facility within its service area and not more than one hundred fifty (150) feet from the Company's existing service facilities. An initial connection to each such building will be made free of charge; internal wiring and additional connections will be done for the cost of time and materials only. (EXCEPTION: The internal wiring for the six (6) outlets for each school will be free.) In no case will there be a monthly charge for service to such buildings. In addition, the Company agrees that one channel of its System will be reserved for the use of the City as a public service, educational or information channel. The City will furnish any special equipment necessary to feed public service, educational or informational programs originated by the City into the Company's system. The Company reserves the right to use the channel described herein at any time or during any period for which no program or use of such channel is scheduled by the City in accordance with reasonable rules to be prescribed by the Company. (Ord. No. 83-4, Sec. 11.)

4.16.12 Records and reports The City shall have access at all reasonable hours to all of the Company's plans, contracts and engineering, accounting, financial, statistical, customer and service records relating to the property and the operation of the Company and to all other records required to be kept hereunder. The following records and reports shall be filed with an appropriate City Official and shall be available in the local office of the Company:

- A. Company Rules and Regulations. Copies of such rules, regulations, terms, and conditions adopted by the Company for the conduct of its business.

- B. Annual Gross Operating Revenues. An annual certified report showing annual gross revenues, annual expenses and total investment of the Company from its operating within the City during the preceding year and such other information which the City shall reasonably request with respect to properties and expenses related to the Company's services within the City for such a period. (Ord. No. 83-4, Sec. 12.)

4.16.13 Term of franchise and renewal thereof The franchise and rights herein granted shall take effect and be in force from and after the final passage hereof as required by law, and shall continue in force and effect for a term of twenty (20) years.

The Company may petition the City for a renewal and renegotiation of this franchise when not more than two (2) years remain in the term of said franchise and the City shall not arbitrarily refuse to renew said franchise at such time. (Ord. No. 83-4, Sec. 13.)

4.16.14 Construction of system Upon grant of this franchise to construct and maintain a community television system in the City, the Company must enter into contracts with the Arkansas Power and Light Co., Southwestern Bell Telephone Company or others for the use of poles and posts necessary for proper installation of the system, obtain right of way permits from appropriate State, County and Federal officials necessary to cross highways or roads under their respective jurisdiction to supply the main trunk lines from the Company's receiving antennae, obtain permission from the Federal Aviation Administration to erect and maintain antennae suitable to the needs of the system and its subscribers and obtain whatever other permits a city, county, state or federal agency may require. In the construction, installation and maintenance of its system the Company will use steel, cable, and electronic devices, all of specialized and advanced design and type; in the operation of this system, the Company will employ personnel with training, skill and experience in electronics and communications. Promptly after the grant of this franchise, the Company shall furnish a bond with corporate surety issued by a company acceptable to the City in the amount of \$5,000.00; payable to the City and conditioned upon completion of construction of the system as specified herein. The said bond may be reduced to \$2,500.00 upon completion of construction.

Within thirty (30) days of the effective date of the franchise, the Company shall diligently pursue acquisition of all necessary certificates, permits, licenses and agreements which are required to construct a CATV system in the City.

The first installation shall be within sixty (60) days of the approval of permits, certificates, license and agreements. The Company shall fully construct and make operational the proposed CATV system within twelve (12) months following the date of the franchise award. Progress reports are to be made to the City Council at sixty (60) day intervals. (Ord. No. 83-4, Sec. 14.)

4.16.15 Separate system The system in the City shall be operated as a distinct and separate system from any other system of the Company; however, interconnections with other systems are authorized. The office and field staff of the Company, other than the local manager, shall be composed of residents of the City, if it is reasonably possible to do so, and the company

shall train such employees at its own expense to obtain locally qualified personnel.
(Ord. No. 83-4, Sec. 15.)

4.16.16 Comply with FCC standards Any modification in the Federal Communication Commission standards applicable to the system shall be automatically incorporated in and become a part of the franchise granted the Company within one (1) year of the final adoption of any such modification by the Federal Communication Commission.
(Ord. No. 83-4, Sec. 16.)

4.16.17 Extension of franchise to include areas annexed The Company shall within one (1) year of notification by the City, extend its broad band telecommunications network so as to provide "full network service" to all residents of newly annexed areas of the City not then served by a broad band telecommunications network where there are at least 40 dwelling units per mile of cable plant. (Ord. No. 83-4, Sec. 17.)

4.16.18 Publication costs The Company shall assume the costs of publication of this Ordinance as such publication is required by law. a bill for publication costs shall be presented to the Company by the appropriate City officials upon the Company's filing of its acceptance of this franchise and the said publication costs shall be paid at that time by the Company.
(Ord. No. 83-4, Sec. 18.)

4.16.19 Activities prohibited The Company shall not allow its cable or other operations to interfere with television reception of persons not served by the Company, nor shall the system interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the City. The Company shall not perform repair services to television sets and shall not permit any of its employees, installers, or servicemen to perform such services on their own or to recommend how or by whom such repair services should be performed.

It is not the intention of the parties that this franchise shall embrace the area of operation generically known as "Pay TV" except with regard to the establishment of a mutually agreeable franchise fee for such service. (Ord. No. 83-4, Sec. 19.)

4.16.20 Transfer of franchise

- A. The franchise granted under this ordinance shall be a privilege to be held in personal trust by the Grantee. It shall not be assigned, transferred, sold or disposed of, in whole or in part by a voluntary sale, merger, consolidation or otherwise or by force or involuntary sale, without prior consent of the City Council expressed by ordinance and then on only such conditions as may there in be prescribed. The City is hereby empowered to take legal or equitable action to set aside, annul, revoke or cancel the franchise, or the transfer of the franchise, if said transfer it not made according to the procedures set forth in this ordinance.
- B. Any sale, transfer, or assignment shall be made by a bill of sale or similar

document, and executed copy of which shall be filed with the City Clerk within thirty (30) days after such sale, transfer or assignment. The City Council shall not withhold its consent unreasonably, provided, however, the proposed assignee agrees to comply with all the provisions of this ordinance and the franchise and must be able to provide proof of financial responsibility as determined by the Board.

- C. No such consent shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, except that when such hypothecation shall exceed seventy-five (75%) percent of the fair market value of the property used by the Grantee in the operation of its cable television system. Prior consent of the City Council, expressed by ordinance, shall be required for such transfer and said consent shall not withheld unreasonably.
- D. Prior written notice to the City Council shall be required where ownership or actual working control or more than fifty (50%) percent of the right of control of the Grantee is acquired by a person or group of persons acting in concert, singularly or collectively. By its acceptance of this Franchise, the Grantee specifically grants and agrees that any such acquisition occurring without prior notice to the Board shall constitute a violation of this Franchise by the Grantee.
- E. The Grantee shall promptly notify the City Council of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. Every change, transfer or acquisition of control of the Grantee shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the City Council may inquire into the qualifications of the prospective controlling party, and the Grantee shall assist the City Council in any such inquiry. If the City Council does not schedule a hearing on the matter within sixty (60) days after notice of the change or proposed change and the filing of a petition requesting its consent, it shall be deemed to have consented. In the event that the City Council adopts an ordinance denying its consent and such change, transfer or acquisition of control has been affected, the City Council may cancel the Franchise unless control of the Grantee is restored to its status prior to the change, or to a status acceptable to the City Council.
- F. The consent of the City Council to any sale, transfer, lease trust, mortgage or other instrument of hypothecation shall not constitute a waiver or release of any of the rights of the City under this ordinance and the Franchise. (Ord. No. 83-4, Sec. 20.)

4.16.21 Foreclosure Upon the foreclosures or other judicial sale or all or a substantial part of the System or upon the termination or any lease covering all or a substantial part of the System, the Grantee shall notify the City Council of such fact, and such notification shall be treated as a notification that a change in control of the Grantee has taken place. (Ord. No. 83-4, Sec. 21.)

4.16.22 Receivership the City shall have the right to cancel this Franchise one hundred and twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

- A. Within one hundred and twenty (120) days after his election or appointment, such receiver or trustee shall fully comply with all the provisions of this ordinance and remedied all defaults there under; and
- B. Such receiver or trustee, within said one hundred and twenty (120) days shall have executed an agreement, consented to by the Board and duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this ordinance and the Franchise granted to the original Grantee. (Ord. No. 83-4, Sec. 22.)

4.16.23 Amendment

Notes

Off-System Connection Charges

In the even that a dwelling unit is either located more than 150 feet from the Company's cable system or requires underground connection, such connection will be done at the cost or time and materials.

Each school will get up to six (6) free outlets and free monthly service. Each municipal facility will get one (1) free outlet and free monthly service.

The Company reserves the right to set rates as it deems appropriate and reasonable, so long as those rates shall not exceed the rates which would result from the application of the cost-of-living increase that has accrued from the date of enactment of this ordinance to any date the rates are reset to the initial rates specified above, unless approved by the City Council. For such computation the national Consumer Price Index shall be used to represent changes in the cost of living. The initial rates as established herein shall remain in effect during the Company's first two years of operation. In cases where City approval is required, the Company shall make a formal request to the City, and the City shall respond to such request within sixty (60) days of the date of said request. Unless notified to the contrary by the City, the requested rate shall be effective ninety (90) days following the rate increase request.

CHAPTER 4.20

NEW BUSINESS COMPLIANCE

Sections:

4.20.01 Written assurance

4.20.01 Written assurance No license shall be issued to a new business by the City Bookkeeper without written assurance from the Chief of the Mayflower Volunteer Fire Department that the proposed premises are in compliance with the Standard Fire Prevention Code, the Arkansas Fire Code, and the National Fire Code, as applicable. No license shall be issued to a new business by the City Bookkeeper without written assurance from a Codes Enforcement Officer that the proposed business is in compliance with the Mayflower Zoning Regulations and the Mayflower Control of Development and Subdivision of Land Regulations, as amended. (Ord. No. 96-9, Sec. 1.)

CHAPTER 4.24

BUSINESS LICENSES

Sections:

4.24.01 Licenses required
4.24.02 Signed petition
4.24.03 Old site
4.24.04 Fine
4.24.05 Licenses required
4.24.06 Procurement of license
4.24.07 Application
4.24.08 False statement
4.24.09 Separate licenses
4.24.10 Non-returnable fee
4.24.11 Transfer prohibited
4.24.12 Posting
4.24.13 Schedule of license taxes
4.24.14 Coin-operated amusement

4.24.01 Licenses required The conducting and carrying on of all trades, businesses, occupations, vocations, callings and professions, except those specifically exempted by the laws of the state of Arkansas, and also excepting public utilities otherwise taxed by the city, with the boundaries of the city of Mayflower, is hereby declared to be a privilege, and each and every

person, firm or corporation conducting or engaging in any such trade, business, occupation, vocations, calling or profession, shall apply for and pay for a license therefore in the amounts and procedural requirements as set out. (Ord. No. 92-4, Sec. 1.)

4.24.02 Signed petition The establishment of a business within the city limits of the city of Mayflower, and within an established residential area will require a signed petition from the residents within one thousand three hundred twenty feet (1,320 ft.) In all directions of the business location. There must be seventy-five percent (75%) consent of one hundred percent (100%) of the property owners within the described area for the establishment of the business. (Ord. No. 92-4, Sec. 2.)

4.24.03 Old site An established business site that has not been in use as such for the previous twelve (12) months or more, and is sold and the new owner wished to start up the business or start a new business on said site is to comply with the requirements as set forth in Section two (2) of the ordinance. (Ord. No. 92-4, Sec. 3.)

4.24.04 Fine A business that is not in compliance with a city ordinance will be given ninety (90) days to comply. If the business does not comply, the business must terminate their business dealings immediately following the ninetieth (90) calendar day. If it is the owner's desire to reopen past this ninetieth (90) day, a fine of \$25.00 per month, which a month consist of one (1) to thirty (30) consecutive calendar days, plus the expense of a new license, six (6) months probation with an inspection at the end of the six (6) months to ensure compliance with the city ordinance. There shall be a penalty of \$25.00 per month for a late renewal, and the City Council maintains the right to call for an inspection as a result of a written complaint, and may withdraw a license if the complaint is justified and verified through the inspection process. (Ord. No. 92-4, Sec. 4.)

4.24.05 Licenses required It shall be unlawful for any person in the city to engage in, exercise, or pursue any line of a business without first having obtained and paid for a city license from the City Recorder; the amount of which licenses are hereby fixed in Section ten (10). However, any person, form or corporation whose primary location is outside the city limits, maintains no permanent business in Mayflower, and who pays occupational license in another city, is exempt from this license. (Ord. No. 92-4, Sec. 5.)

4.24.06 Procurement of license Except as herein provided, all licenses issued under this ordinance shall become due on January 1st each year. If not paid by March 15th, a penalty of double the amount of the license fee provided will be assessed; also, if it becomes necessary for a city official to go to the business to collect, a \$25.00 additional penalty will be imposed. All licenses shall be payable annually as herein provided no license shall be issued for a longer period of time than one (1) year. (Ord. No. 92-4, Sec. 6.)

4.24.07 Application Any person desiring to engage in, pursue, or carry on any of the occupations, callings or businesses mentioned in this ordinance, shall apply to the City Bookkeeper who shall collect from the applicant the license fee provided for herein, and the City Bookkeeper shall issue to the applicant his receipt and license certification. (Ord. No. 92-4, Sec.7.)

4.24.08 False statement It shall be unlawful for any person knowingly and willfully to make false written or verbal statement in applying for a license under this ordinance for the purpose of defrauding the city, by which statement a license is procured for a less sum than is lawfully due hereunder. It shall likewise be unlawful for any person to file or refuse to furnish the city all required information necessary to determine the amount of the annual occupational fee in accordance with the provisions of the ordinance. (Ord. No. 92-4, Sec. 8.)

4.24.09 Separate licenses Any person engaged in two (2) or more trades, callings, vocations, businesses or professions enumerated in this ordinance shall be required to take a license for each separate trade, business, vocation or profession. (Ord. No. 92-4, Sec. 9.)

4.24.10 Non-returnable fee The license fee provided for in this ordinance, when paid for any period provided herein, shall not be returnable in case the licensee, for any reason, surrenders his license or discontinues his business, and any sum so paid shall not be returnable to any person. (Ord. No. 92-4, Sec. 10.)

4.24.11 Transfer prohibited No license issued under the provisions of this chapter shall be transferred from one (1) person to another or from one (1) business to another without authorization for the City Council. (Ord. No. 92-4, Sec. 11.)

4.24.12 Posting Each license procured under the provisions of this chapter shall be posted in a permanent place where the business covered thereby is carried on, and the holder thereof shall immediately show such license to any officer of the city, upon being requested to do so. (Ord. No. 92-4, Sec. 12.)

4.24.13 Schedule of license taxes There is an increase in the privilege license fee for the privilege of engaging in, operating or carrying on the following businesses, trades, vocations, professions or callings in the city, in the amount of One Hundred Twenty-Five Dollars (\$125.00) for residents of the city, and in the amount of One Hundred Seventy-Five Dollars (\$175.00) for non-residents of the city, to be paid each year. Only one license is required per tax ID number operating at the same location. (Ord. No. 2007-1, Secs. 1-2.)

4.24.14 Coin-operated amusement

- A. A tax of \$5.00 per year for each machine operated within the corporate limits of the city of Mayflower, Arkansas, shall be levied on all amusement machines, such as nickelodeons, pin ball machines, and any and all other types of coin operated machines for amusement purposes. A tax of \$35.00 per year for each machine rendering a prize or reward. (Ord. No. 2010-2, Sec. 1.)
- B. This tax shall be paid annually in advance to the Treasurer of the city of Mayflower, Arkansas.

- C. Any person, firm or corporation violating this ordinance shall be deemed guilty of a misdemeanor, and upon conviction, shall be fined any sum up to \$25.00.
- D. On each and every separate day that the above named machines are operated with the license or tax having been paid, will constitute a separate offense.
(Ord. No. 32, Secs. 1-4.)