TITLE 4

BUSINESS LICENSES AND REGULATIONS

Chapters:

4.04 Occupational Licenses
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CHAPTER 4.04

OCCUPATIONAL LICENSES

(Repealed by Ord. No. 79-2, Effective January 1, 1979)

CHAPTER 4.06

CABLE TV FRANCHISES

Sections:

4.06.01 Basic rates and regulations
4.06.02 Friendship Cable Franchise
4.06.03 Quality Entertainment Cable Franchise

4.06.01 Basic rates and regulations.

A. The City will follow the FCC Rate Regulations in its regulation of the Basic Service Rates and Charges of the Company and any other cable television system operating in the City, notwithstanding any different or inconsistent provision in the Franchise. (Ord. No. 94-12, Sec. 1)

B. In connection with such regulation, the City will ensure a reasonable opportunity for consideration of the views of interested parties. (Ord. No. 94-12, Sec. 2)

C. The Mayor, or his designee, is authorized to execute on behalf of the City and file with the FCC such certification forms or other instruments as are now or may hereafter be required by the FCC Rate Regulations in order to enable the City to regulate Basic Service Rates and Charges. (Ord. No. 94-12, Sec. 3)

D. Consultant and costs

1. The City may utilize a rate consultant to advise it on proposed rate changes and to assist it in the procedures and the standards for review adopted by the FCC. A rate consultant may be any person who has sufficient background and experience, in the sole opinion of the City, to properly evaluate and analyze rates and charges.

2. All costs for the review of initial rates or rate changes shall be paid by the cable operator upon demand of the City, unless contrary to applicable rules of the FCC governing these procedures or unless otherwise specifically preempted by state or federal law. The costs shall include, but not be limited to, rate consultants, attorney's fees and the reasonable value of services (as determined by the City) rendered by the City or any City employees, agents or representatives of the City. (Ord. No. 94-12, Sec. 4)

4.06.02 Friendship Cable Franchise

A. Title This section shall be known and may be cited as "Friendship Cable of Arkansas - City of Atkins, Arkansas Franchise". (Ord. No. 95-9, Sec. 1)

B. Definitions For the purpose of this section, and when not inconsistent with the context, words used herein in the present tense include the future; words in plural include the singular, and vice versa. The word "shall" is always mandatory. The captions supplied herein for each section are for convenience only. Said captions have no force of law, are not part of the section, and are not to be used in construing the language of the section. The following terms and phrases, as used herein, shall be given the meaning set forth below:

Basic cable service is any service tier which includes the retransmission of local television signals and any service tier that includes satellite delivered basic cable programming services.

Cable television system or **CATV System** or **cable system** is a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide video and other programming and information to subscribing members of the public.

City is the city of Atkins, a municipal corporation under the laws of the state of Arkansas.

Grantee is Friendship Cable of Arkansas, Inc., a corporation organized and existing under the laws of the State of Texas, and it is the grantee of rights under this franchise.

City Council is the City Council of the City of Atkins, Arkansas, or its designated representative.

Federal Communications Commission or **FCC** is the present Federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

Person is any individual, firm, partnership, association, corporation, company or organization of any kind.

Gross subscriber revenues shall include all receipts derived by Grantee from charges for Basic Cable Service, Pay Cable Service and installation of Basic and Pay Cable Service. It shall not include bad debt or any refunds or credits made to subscribers or any taxes imposed upon the service furnished by Grantee.

Pay cable services are those satellite delivered premium services supplied on a single channel basis for a monthly fee. (Ord. No. 95-9, Sec. 2)

C. Grant of Authority There is hereby granted by the City to Grantee the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over, or under the streets, alleys, public utility easements, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto in the City, all poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the City of a cable television system for the transmission of television signals and all other signals, including those permitted by the FCC, either separately or upon or in conjunction with any public utility maintaining the same in the City, with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this franchise and grant shall and does hereby include the right in, over, under and upon the streets, sidewalks, alleys, public utility easements and public grounds and places in the City to install, erect, operate or in any way acquire the use of, as by leasing or licensing, all lines and equipment necessary to a cable television system and the right to make connections to subscribers and the right to repair, replace, enlarge and extend said lines, equipment and connections. The rights herein granted for the purposes set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, public utility easements, public ways and places to any person at any time during the period of this franchise. (Ord. No. 95-9, Sec. 3)

D. Police Powers Grantee shall at all times during the term of this franchise be

subject to all lawful exercise of the police powers of the City. The right is hereby reserved to the City to adopt in addition to the provisions herein contained and any other existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided, however, that such additional ordinances shall be reasonable, shall not conflict with or alter in any manner the rights granted herein, and shall not conflict with the laws of the State of Arkansas, the laws of the United State of America, or the rules, regulations and policies of the FCC. (Ord. No. 95-9, Sec. 4)

E. Indemnification Grantee shall save the City, its officers, agents and employees harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever against the City resulting from negligence or other wrongful acts or omissions on the part of Grantee in the construction, operation or maintenance of its cable television system in the City, and for this purpose Grantee, its agents or assigns, shall carry property damage and personal injury insurance with some responsible insurance company or companies qualified to do business in the State of Arkansas. The amounts of such insurance to be carried for liability due to property damage shall be Five Hundred Thousand Dollars ($500,000.00) as to any occurrence; and against liability due to injury to or death of person, Five Hundred Thousand Dollars ($500,000.00) as to any one (1) person and One Million Dollars ($1,000,000.00) as to any one (1) occurrence. The City shall notify Grantee, in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence or other wrongful acts or omissions as aforesaid on the part of Grantee, its agents or assigns. Where any such claim or demand against the City is made by suit or other legal action, written notice thereof shall be given by the City to Grantee not less than five (5) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the City, whichever notice period yields Grantee the larger amount of time within which to prepare an answer. Failure by the City to notify Grantee properly in accordance with the foregoing of any such claim, suit, or demand against the City shall release Grantee from its obligation to indemnify the City as provided herein. (Ord. No. 95-9, Sec. 5)

F. Construction and maintenance

1. All structures, lines and equipment erected by Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys, public utility easements and other public ways and places and to cause minimum interference with the rights of reasonable convenience of property owners, and Grantee shall comply with all

reasonable, proper and lawful ordinances of the City now or hereafter in force. Existing poles, posts, conduits, and other such structures of electric

power system, telephone company, or other public utility located in the City shall be made available to Grantee for leasing or licensing upon reasonable terms and rates and shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. The City shall actively assist Grantee to the fullest extent necessary in obtaining reasonable joint pole or conduit use agreements from the owners of existing poles or conduits. To the extent that existing poles, posts, conduits,' and other such structures are not available, or are not available under reasonable terms and conditions, including excessive cost or unreasonable limitation upon the use of Grantee's cable television system, Grantee shall have the right to purchase, lease, or in any other manner acquire land, right-of-ways, or public utility easements upon or under which to erect and maintain its own poles, conduits, and other such structures as may be necessary for the construction and maintenance of its cable television system.

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

3. In the event that at any time during the period of this franchise the City shall lawfully elect to alter or change any street, alley, public utility easement, or other public way requiring the relocation of Grantee's facilities, then in such event Grantee, upon reasonable notice by the City shall remove, relay and relocate the same at its own expense.

4. Grantee shall, on the request of any person holding a building moving permit issued by the City or by any other county or state agency, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance.

5. Grantee shall have the authority to trim trees and/or shrubs upon and/or overhanging all streets, alleys, public utility easements, sidewalks and public places of the City so as to prevent the branches of such from coming into contact with Grantee's facilities.

6. All poles, lines, structures and other facilities of Grantee in, on, over and under the streets, sidewalks, alleys, public utility easements and public grounds or places of the City shall be kept by Grantee at all times in a safe

and substantial condition. All equipment, lines, poles, structures, cables and other facilities installed in the City as being a part of Grantee's distribution system, up to and including that part of the system installed within the individual residences or commercial buildings of the City, shall remain the sole property of Grantee, unless so otherwise stated.

7. Upon the completion of the Cable System rebuild as provided for in Subsection 16(D) hereof and upon request of potential customers, Grantee shall extend its distribution system so as to service the people within the city limits as the city limits exist at the time of the passing and approval of this section. However, as to any area annexed after the passing and approval of this section, Grantee shall not be required to extend such distribution system to any potential subscriber who is located in an isolated area from the main trunk system, unless Grantee can be guaranteed a fair rate of return as per industry standards by those subscribers who request the extension of the distribution system into such areas. (Ord. No. 95-9, Sec. 6)

G. Applicable law This franchise is governed by and subject to all applicable rules, regulations and policies of the Federal Communications Commission and by the laws of the State of Arkansas. (Ord. No. 95-9, Sec. 7)

H. Franchise term This franchise shall take effect and be in full force from and after successful purchase of the cable system from Empire Cable of Arkansas, Inc., serving the City and acceptance by Grantee as provided in Subsection 13, and the same shall continue in full force and effect for a term of eight (8) years. (Ord. No. 95-9, Sec. 8)

I. Renewal procedure

1. The city of Atkins hereby retroactively extends the cable television franchise to Friendship Cable of Arkansas, d/b/a Suddenlink Communications for an additional ten (10) year period beginning January 1, 2011, and ending on January 1, 2021.

2. Upon expiration of the ten (10) year term, this franchise may be extended for two (2) additional consecutive five (5) year terms, provided Grantee delivers written notice to the city of Atkins of its intention to continue the franchise for each such additional five (5) year term at least six (6) months prior to the expiration of each term. (Ord. No. 2012-3, Secs. 1-2.)

J. Forfeiture If Grantee should violate any of the terms, conditions, or provisions of this franchise or if Grantee should fail to comply with any reasonable provisions of any ordinance of the City regulating the use by Grantee of the streets, alleys, public utility easements or public ways of the City, and should Grantee further

continue to violate or fail to comply with the same for a period of ninety (90) days or such longer period specified by the City as is reasonable under the circumstances, after Grantee shall have been notified in writing by the City to cease and desist from any such violation or failure to comply so specified, then Grantee may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the rights and privileges granted by this franchise; provided, however, that such forfeiture shall be declared only by written decision of the City Council after an appropriate public proceeding before the City Council affording Grantee due process and full opportunity to assess the evidence used in rendering said declaration and to be heard in response to any such notice of violation or failure to comply; and provided further that the City Council may, in its discretion and upon a finding of violation or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation or failure to comply. Grantee shall have the right to appeal any finding of violation or failure to comply and any resultant penalty to any court of competent jurisdiction. During a six (6) month period, which shall run from the effective date of the final order or decision imposing forfeiture, including any appeal, Grantee shall have the right to operate this cable system pursuant to the provisions of this franchise.(Ord.No.95-9,Sec.10

K. Transfers All of the rights and privileges and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the City and the successors and assigns of Grantee, and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld; provided, however, that this subsection shall not prevent the assignment or hypothecation of the franchise by Grantee as security for debt without such approval; and provided further that transfers or assignments of this franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of the City Council. (Ord. No. 95-9, Sec. 11)

L. Franchise fee In consideration of the terms of this franchise, Grantee agrees to pay the City a sum of money equal to three percent (3%) of Grantee's Gross Subscriber Revenues quarterly. Such quarterly payment shall be paid within sixty (60) days following the end of each calendar quarter. All other license fees or taxes levied upon Grantee by the City shall be credited against the payment required herein.(Ord. No. 95-9, Sec. 12)

M. Effective date This section shall become effective when all terms and conditions are accepted by both Grantee and City and shall then be and become a valid and binding contract between the City and Grantee. (Ord. No. 95-09, Sec. 13)

N. Unlawful acts

1. It shall be unlawful for any person to intercept or assist in intercepting or receiving, whether physically, electrically, acoustically, inductively or otherwise any television signals, radio signals, pictures, programs, sounds or any other information, impulses or intelligence transmitted over Grantee's cable system without full payment to Grantee or its lessee by all parties receiving service. For purposes of this provision, "assist in intercepting or receiving" shall include the manufacture or distribution of equipment intended by the manufacturer or distributor for unauthorized reception of any communications service offered over a cable system.

2. It shall be unlawful for any person, without the consent of the Grantee, to willfully tamper with, remove, or injure any cable, wires, or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds or any other information, impulses, or intelligence transmitted over Grantee's cable system.

3. It shall be a misdemeanor punishable by a fine of not more than Five Hundred Dollars ($500.00), or by imprisonment for a term not to exceed six (6) months, or both, for any person to violate any of the provisions of this section.

4. The prohibitions, penalties and remedies set forth in this section are in addition to the prohibitions, penalties and remedies for theft of cable service provided by federal and state law. (Ord. No. 95-9, Sec. 14)

O. Notification

1 Grantee agrees to notify City sixty (60) days in advance of any scheduled rate increase, such increase to be subject to any State of Arkansas laws or Federal Communications commission regulations. Such notice shall not include fees or taxes that are collected for a third party.

2. When in this section notice is provided to the other party, such notice shall be in writing and given by certified mailed letter:

To City: City of Atkins
P. O. Box 128

Atkins, Arkansas 72823

To Grantee: Friendship Cable of Arkansas, Inc. P. O. Box 9090
2010 Sybil Lane (75703)
Tyler, Texas 75711

or at such other location as either party may designate from time to time in writing. (Ord. No. 95-9, Sec. 15)

P. Programming and service

1. Grantee shall provide a toll-free telephone number for customers' use.

2. Grantees' representatives will be available to respond to customer telephone inquiries Monday through Friday from 8:30 a.m. to 5:45 p.m. After normal business hours, service calls will be received by an answering service via a toll-free number.

3. Excluding those situations beyond Grantees' control, Grantee will make its best effort to restore service lost due to a cable outage (which is defined as no service) within twenty-four (24) hours after receiving notification.

4. Grantee agrees to rebuild the Cable System using new trunk and distribution lines and state of the art 450 MHZ equipment. Rebuild will increase capacity to approximately sixty (60) channels and should be completed by the end of 1996.

5. The channel line-up as of the passing and approval of this section is as follows:

2 KETS (PBS) (2) LITTLE ROCK
*3 SHOWTIME
4 DISCOVERY
5 USA
6 FAMILY

7 KATV (ABC) (7) LITTLE ROCK
8 KARK (NBC) (4) LITTLE ROCK
9 THE NASHVILLE NETWORK
10 WTBS (ATLANTA)
11 TNT
12 ESPN
13 KTHV (CBS) (11) LITTLE ROCK

15 ARTS & ENTERTAINMENT
16 KLRT (FOX) (16) LITTLE ROCK
*17 THE MOVIE CHANNEL
18 CNN
*20 DISNEY
*21 HBO
22 TRINITY BROADCASTING NETWORK
23 WGN (CHICAGO)
* DENOTES PREMIUM SERVICE

6. The proposed new programming to be added at the completion of the rebuild per Subsection 16 (D) is as follows:

THE WEATHER CHANNEL	LIFETIME
COMMUNITY CHANNEL	KVTN (25)COUNTRY MUSIC
TELEVISION	KASN (38)
NICKELODEON	HEADLINE NEWS TURNER CLASSIC
MOVIES	PAY PER VIEW (1 Channel)

DISNEY ON BASIC LINE-UP

7. The monthly rates as of the passing and approval of this section are as follows:

$21.95	Basic Cable Service
44.95	Showtime
$19.95	Package M, which includes Home Box Office, Showtime and The Movie Channel
$10.95	Home Box Office

8 The installation charge as of the passing and approval of this section is as follows: Current installation charge - $25.00 ** covers cable installation to one (1) outlet. other services require additional installation charges.

**charge could be less depending upon promotion specials and/or packaged services purchased.

9. Grantee shall provide free Basic Cable Service and free installation to each public school building and City Hall within the City, provided that said schools and City Hall are passed by Grantee's cable plant as it exists now or may exist in the future. Said free service and installation shall be for one (1) outlet per building. (Ord. No. 95-09, Sec. 16)

4.06.03 Quality Entertainment Cable Franchise

A. Short title This section shall be known and cited as the City of Atkins Quality Entertainment Cable Television Franchise section. Within this document it shall also be referred to as "This Franchise" or "The Franchise Agreement". (Ord. No. 95-12, Sec. 1)

B. Definitions For the purpose of this Franchise Agreement, the following terms, 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 tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. (Ord. No. 95-12, Sec. 2)

City means the city of Atkins, a city in Pope County, State of Arkansas. The City Council is the authority of the City.

Force majeure means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of Arkansas, or any of their departments, agencies, political subdivision, riots, epidemics, landslides, lightening, earthquakes, fire, hurricanes, tornados, volcanoes, storms, floods, washouts, droughts, civilian disturbances, explosions, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the disabled party.

Grantee means Quality Entertainment, Inc., its agents, lawful successors, transferee or assignee.

Gross receipts means all service fees, installation charges and all other fees or charges collected by the Grantee from its subscribers of the System. Gross receipts shall include all revenue received by the Grantee for providing the following services:

1. Basic Service
2. Standard Service
3. Pay Television Service
4. Pay Per View Service
5. Subscriber Equipment Charge

Gross receipts shall not include: (1) uncollected revenue (bad debts); (2) excise taxes; (3) sales taxes or any other taxes or fees, including franchise fees, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

Person means any corporation, partnership, proprietorship or organization authorized to do business in the State of Arkansas or any natural person.

Public property means any real property other than a street owned by any governmental unit.

Street means the surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now and hereafter held by the City which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, confluent, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a system.

System means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable television service which includes video programming and which is provided to multiple subscribers within the City. (Ord. No. 95-12, Sec. 2)

C. Grant of Authority For the purposes of constructing, operating and maintaining a system in the City, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the streets within the City such lines, cables, conductors, ducts, confluent, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other operating equipment as are necessary and pertinent to the operation of the System. (Ord. No. 95-12, Sec. 3)

D. Compliance with applicable laws and ordinances. This franchise is granted pursuant to the terms and conditions contained herein. Grantee's 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. Grantee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. (Ord. No. 95-12, Sec. 4)

E. Territorial area involved Grantee will service all City area residences as designated City residences on date this section becomes effective. In the event of annexation after the date of the section, Grantee shall distribute cable service to the annexed areas of the City. The Grantee will extend cable television service within such area only if the required construction and installation can meet the technical standards of all regulatory bodies and governmental agencies. This section shall apply to annexed areas that are no more than four (4) miles from the city boundaries of Atkins at the time that the section becomes effective. The extension of service shall be completed no more than one (1) year from the date

of annexation. (Ord. No. 95-12, Sec. 5)

F. Franchise terms

1. This franchise shall commence upon the effective date of this section and shall expire seven (7) years thereafter unless renewed, revoked, or terminated sooner as herein provided.
2. Any renewal shall be accomplished under the guidelines set forth by state and federal law. (Ord. No. 95-12, Sec. 6)

G. Franchise non-exclusive The franchise granted herein is non-exclusive. The City specifically reserves the right to grant, at any time, one (1) or more additional franchises for a system throughout the City in accordance with state and federal law. (Ord. No. 95-12, Sec. 7)

H. Written notice All notices or demands required to be given under this Franchise Agreement shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

To City: City of Atkins, P. O. Box 128, Atkins, Arkansas 72823

To Grantee: Quality Entertainment, Inc., Central Mall Pl., Ste 520
Fort Smith, AR 72903

Such addresses may be changed by either party upon notice to the other party given as provided in this section. (Ord. No. 95-12, Sec. 8)

I. Repair of streets and property Any and all streets or public property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or re-construction of the system, shall be promptly repaired by Grantee, at its expense, and to a condition as good as that prevailing prior to the Grantee's work. (Ord. No. 95-12, Sec. 9)

J. Notice of rate increases Prior to implementing any rate increase, Grantee shall give the following notice:

1. At least sixty (60) days' advance written notice to the City; and

2. At least sixty (60) days' advance written notice to subscribers.

3. Subject to state and federal laws. (Ord. No. 95-12, Sec. 10)

K. Reporting and remedy of service problems

1. Grantee shall provide a toll-free number that will be answered twenty-four (24) hours a day either by live person or by mechanical means.

2. Calls for individual service will be responded to within twenty-four (24) hours from the time of the first report. If service is interrupted for more than twenty-four (24) hours, billing credit will be given for that period of time the service was out after the initial twenty-four (24) hour period. (Ord. No. 95-12, Sec. 11)

L. Damages and defenses

1. Grantee shall at all times indemnify and hold the City harmless from all claims, actions, suits, liability, loss, expenses or damages of every kind and descriptions, including reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence and or alleged contractual dispute of the Grantee in ownership, construction, repair, replacement, operation and maintenance of the system and by reason of license, copyright, property right or patent of any article or system used in the construction or operation of said system, provided the City, if it has knowledge of such claim, gives Grantee prompt notice of any such claims, actions, and suits, without limitation, in writing as provided herein.

2. In order for the City to assert its rights to be indemnified and held harmless, the City must:

   a. Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
   b. Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto. (Ord. No. 95-12, Sec. 12)

M. Liability insurance

1. Grantee shall maintain, throughout the term of this Franchise Agreement, liability insurance insuring the City and the Grantee with regard to all damages mentioned in subsection 11 above in the following minimum amounts:

   a. One Million Dollars ($1,000,000.00) for bodily injury or death from any one (1) accident; and

   b. One Million Dollars ($1,000,000.00) for all other types of liability.

2. Upon request of the City, Grantee shall furnish to the City satisfactory evidence that an insurance policy has been obtained and is in full force and effect. (Ord. No. 95-12, Sec. 13)

N. City's right to revoke In addition to all other rights which the City has pursuant to the law or equity, the City reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto in the event that:

1. Grantee violates any material provisions of this Franchise Agreement; or

2. Grantee practices any fraud upon the City or any subscriber; or

3. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt; or

4. Grantee fails to meet the F.C.C. Customer Service Standards as promulgated by the 1992 Cable Act. (Ord. No. 95-12, Sec. 14)

O. Revocation procedures

1. The City shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.

2. Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the City may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the City in writing that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the City shall stay the ninety (90) day period described above.

3. The City shall hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event the City shall determine that a default or violation has occurred the City shall supplement the decision with written findings of fact.

4. If after hearing the dispute Grantee has been found to be in default, Grantee shall then have ninety (90) days from such a determination to remedy the violation. At any time after the ninety (90) day period, the City may, by formal action at a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this Franchise. (Ord. No. 95-12, Sec. 15)

P. Removal After revocation Upon the revocation of this Franchise as herein

provided, Grantee shall bury and/or remove any and all of its above-ground cables, attachments, or wires from poles used as authorized herein within sixty (60) days of notice from the customer, City or the service department of the Grantee. Grantee can remove any drop on the ground that is not servicing an active customer. (Ord. No. 95-12, Sec. 16)

Q. Force majeure If by reason of a force majeure any party is unable in whole or in part to carry out its obligation hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability. (Ord. No. 95-12, Sec. 17)

R. Maps Upon request of the City, Grantee shall maintain on file with the City a true and accurate map or set of maps showing all system equipment installed and in place in streets and other public places. (Ord. No. 95-12, Sec. 18)

S. Service area All residents in the City shall be provided service upon payment of standard installation charge and applicable monthly fees; except that installations requiring under-ground or aerial drops in excess of four hundred feet (4001) shall be considered a non-standard installation to be charged to the customer at Grantee's actual cost of installation. (Ord. No. 95-12, Sec. 19)

T. Relocation of system facilities

1. For public works Whenever because of public necessity or other welfare of the public generally, the City shall elect to change or alter the grade of any street, alley, easement or public way, or to sell or vacate any street, alley, easement or public way, or to construct or re-construct facilities and other public improvements, Grantee shall, after forty-five (45) days prior to written request from the City, remove, relay and relocate its poles, wires, cables, conduits and other fixtures at its own expense.

2. Temporary relocation Grantee shall, upon request of the City or any person holding a building, moving or demolition permit issued by the City, temporarily raise, lower, relay, relocate or remove its wires, cables and other facilities to accommodate the moving or demolition of the building, as the Grantee shall determine. The expense of such temporary relocation of Grantee's facilities shall be paid by the person requesting the same, except in the case where the City is moving or demolishing a building without issuing a permit, and Grantee shall have the authority to establish the reasonable cost of such payment in advance. Grantee shall be given no less than fifteen (15) days advance written notice to arrange for such temporary changes. (Ord. No. 95-12, Sec. 20)

U. Service to public facilities

1. Upon the request of the City, or any public elementary or secondary school agency, the Grantee shall provide one (1) cable extension to the exterior of any building housing the requesting party, free of charge for the installation and monthly Basic service, provided the building is readily serviceable and located within four hundred feet (4001) of Grantee's distribution system.

2. The cost of installing service to the interior of said buildings shall be free for one (1) outlet. The cost of any extra interior wiring of additional outlets shall be determined by Grantee according to the amount of labor and materials required to install the number of service outlets requested. The requesting party shall reimburse Grantee for the reasonable cost of labor and materials to wire such interior extensions. (Ord. No. 95-12, Sec. 21)

V. Franchise payment to the city

1. In consideration of the rights herein granted, such as compensation to the city of Atkins for the use of its streets, alleys, easements and other public places, and in lieu of any occupational or license tax, or any other utility tax, the Grantee shall pay the City an amount equal to three percent (3%) of Grantee's gross annual receipts. Payments shall be made quarter-annually, and shall be due and payable not later than thirty (30) days after the last day of each calendar quarter. Grantee shall annually send a copy of the independent audit of its gross revenue, which franchise fees are based on, to the city.

2. Should federal law permit the payment of franchise fees according to a higher percentage of gross annual receipts, the City may decide to increase the percentage of franchise fee payment, not to exceed the maximum allowed by federal law, at the end of each calendar year. Grantee shall begin paying the new franchise fee percentage upon ninety (90) day advanced written notice from the City.

3. For the purpose of verifying the accuracy of the amount of said fees, the duly authorized agent of the City shall have the right to examine Grantee's receipt records at Grantee's place of business, upon reasonable notice. (Ord. No. 95-12, Sec. 22)

W. Unauthorized connections or modifications

1. It shall be unlawful for any person, without the express consent of the

Grantee to make any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the system for any purpose whatsoever. ,

2. It shall be unlawful for any person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the system for any purpose whatsoever.

3. It shall be unlawful for any person to construct, operate or maintain a system without having first applied for and received a franchise from the City. (Ord. No. 95-12, Sec. 23)

X. "One call" Grantee shall participate in "one call" or a similar company for the term of the franchise agreement within the city limits of the City. (Ord. No. 95-12, Sec. 24)

Y. Description of system

1. System will be a trunk and feeder system constructed to four hundred megahertz (400 MHz) specifications. The system will be capable of carrying sixty (60) channels of television broadcasting. The equipment to be used will be Scientific Atlanta and C-Cor amplifiers. The line taps will be Magnovox and RMS. The headend equipment will be Blonder Tongue, Drake, and VCII and II PLUS by General Instruments.

2. Channel Line-up and Rates. This line-up will be guaranteed at Twenty-One Dollars ($21.00) a month (HBO not included) for one (1) year. Grantee does reserve the right to make changes to this line-up during the one (1) year period, and at any time thereafter, if for any reason one (1) or more of these channels become unavailable for broadcast.

DISNEY	NICKELODEON
CNN HEADLINE NEWS	SCI-FI
NBC	HBO (PAY)
CBS	FOX
ABC	A&E
THE NASHVILLE NETWORK	QVC
WGN	VH-1
TBS	AMERICAN MOVIE CLASSICS
HOME AND GARDEN	COMEDY CHANNEL
ESPN	HISTORY CHANNEL
PBS	TURNER CLASS MOVIES

TRINITY	WEATHER CHANNEL
CNN	CARTOON CHANNEL
TNT	COUNTY MUSIC TV
USA	NOSTALGIA
DISCOVERY	LIFETIME
LEARNING CHANNEL	FAMILY

The Basic rate will be Twenty-One Dollars ($21.00) tax included.

The HBO rate will be Twelve Dollars ($12.00) tax included.

The installation fee will be Thirty-Five Dollars ($35.00) for houses requiring new inside wiring, and Twenty-Five Dollars ($25.00) for houses with preexisting inside wiring. (Ord. No. 95-12, Sec. 25.)

Z. Severability If any term, condition or section of this Franchise Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all terms, conditions and sections hereof shall, in all other respect, continue to be effective and to be complied with. Nothing contained in this Franchise Agreement shall require Grantee to violate or waive its First Amendment rights or any statute, regulation, rule or decision of any federal, state or local government entity, agency or court having jurisdiction. (Ord. No. 95-12, Sec. 26.)

AA. Pay per view

1. Grantee will provide a minimum of two (2) pay per view events per year. These events will be chosen by the Grantee. (Ord. No. 95-12, Sec. 27.)

BB. Time frame for construction The system will be operational two (2) months after the granting of the franchise and clearance from AP&L and GTE to begin construction, whichever is later. (Ord. No. 95-12, Sec. 28.)

CC. Procedure for filing complaints In accordance with FCC regulations under the Cable Act of 1992. (Ord. No. 95-12, Sec. 29.)

CHAPTER 4.08

ELECTRIC FRANCHISE

Sections:

4.08.01	Electric franchise granted to Arkansas Power and Light Company
4.08.02	Rights and responsibilities of grantor and grantee
4.08.03	Rights and responsibilities of grantor and grantee
4.08.04	Rights and responsibilities of grantor and grantee
4.08.05	Termination procedure
4.08.06	Rates
4.08.07	City not liable for negligence of grantee
4.08.08	Standards of care for facilities
4.08.09	Franchise tax
4.08.10	Street lighting
4.08.11	Private generation facilities allowed

4.08.01 Electric franchise granted to Arkansas Power and Light Company The city of Atkins, 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 Atkins, 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.

4.08.02 Rights and responsibilities of grantor and grantee 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 4.08.01 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 4.08.01 from interference with, or duplication by, other persons, firms or corporations seeking to engage in the sale or distribution of electric energy.

4.08.03 Rights and responsibilities of grantor and grantee 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.

4.08.04 Rights and responsibilities of grantor and grantee 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, and, 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.

4.08.05 Termination procedure The rights, privileges and authority hereby granted shall exist and continue from the date of passage of this ordinance, and thereafter, until terminated in accordance with provisions of Section 44 of Act 324 of the 1935 Acts of the State of Arkansas, as presently enacted or hereafter amended.

4.08.06 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 a said rates may, from time to time, be amended by Grantee in accordance with law or by any regulatory authority having jurisdiction thereof.

4.08.07 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.

4.08.08 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 appliance 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.

4.08.09 Franchise tax Beginning with the month of January, 1992, and thereafter so long as Arkansas Power and Light Company (AP&L), its successors and assigns shall operate an electric system within the City, it shall pay to the City a franchise tax in an amount equal to five percent (5%) of gross residential and commercial electric revenues as paid to AP&L by

residential and commercial customers located within the corporate limits of the City. Payments shall be made by AP&L to the City the first month of each quarter based on the preceding quarter's revenues. The first such payment is to be made in April, 1992, for the first quarter of 1992. 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 Atkins, 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 and the general ad valorem taxes) 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 obligations of the Grantee set forth herein, to pay the City the sum of five percent (5%) quarterly of the gross residential and commercial electric revenues shall immediately terminate. (Ord. No. 91-4, Sec. 1)

4.08.10 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 the 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.

4.08.11 Private generation facilities allowed Nothing contained herein shall be construed to prohibit any person, firm or corporation from owning and operating facilities for generation, distribution or furnishing electric energy for his or its own use or for the use of his or its tenants, all of which facilities and use are wholly on the same premises owned by such person, firm or corporation. (Ord. No. 294; Adopted April 7, 1970)

CHAPTER 4.12

GAS FRANCHISE

Sections:

4.12.01	Granted
4.12.02	Conditions
4.12.03	Conditions
4.12.04	Liability
4.12.05	Rights nonexclusive
4.12.06	Tax
4.12.07	Waiver of other taxes
4.12.08	Examination of records

4.12.01 Granted That permission be and is hereby granted to Arkansas Louisiana Gas Company, its successors and assigns, to construct, maintain and operate its pipelines, conduits, ducts, mains, manholes and all other necessary underground appliances, on, in, under and through the streets, alleys and highways within the limits of the city of Atkins, State of Arkansas, for a period of twenty-five (25) years from the date of the enactment hereof; and to use the property of other companies and permit other companies to use its property upon such arrangements as the two (2) companies may agree, subject to the following conditions: (Ord. No. 81-2, Sec. 1)

4.12.02 Conditions That all pipelines and other equipment and appliances erected by said company shall be located so they will not interfere with the safety or convenience of persons traveling on or over the said streets, alleys and highways and in the work of installing and maintaining its underground system, said company shall not open or encumber more of any street, alley or highway than will be necessary to enable it to perform same with proper economy and efficiency; nor shall it permit such opening or encumbrance to remain for a longer period than shall be necessary to do the work for which said opening shall have been made. (Ord. No. 81-2, Sec. 2)

4.12.03 Conditions That all work done under the provisions of this ordinance in said city, shall be subject to the supervision of the City Engineer or some other representative appointed by said Council and said company shall replace and properly relay any sidewalk or street pavement which may have been displaced or damaged by it in the construction and maintenance of its system in said city. (Ord. No. 81-2, Sec. 3)

4.12.04 Liability That said company shall maintain all pipelines, conduits, ducts, mains, manholes and all other equipment and appliances erected or constructed under the provisions of this ordinance, in good and safe order and condition; and shall at all times fully indemnify, protect and save harmless the said city from and against all loss and necessary expenditures arising from the erection, construction and maintenance of its system in said city, or from its neglect or failure to maintain the said apparatus in good and safe order and condition. (Ord. No.

81-2, Sec. 4)

4.12.05 Rights nonexclusive That nothing contained in this ordinance shall be construed to grant unto the said Arkansas Louisiana Gas Company any exclusive right or to prevent a grant of similar privileges to other companies. (Ord. No. 81-2, Sec. 5)

4.12.06 Tax Beginning in January, 1992, and thereafter so long as Arkansas Louisiana Gas Company (Arkla), its successors and assigns, shall operate a gasoline system within the city, it shall pay to the city a franchise tax' in an amount equal to five percent (5%) of the gross revenues received by Arkla, derived from services and gas provided by the company within the boundaries of the city of Atkins, at the end of the preceding calendar quarter, payment to be made to the city within thirty (30) days of the end of each calendar quarter, the first remittance to be made within thirty (30) days of March 31, 1992, provided, the amount of tax levied herein by the city may be collected by the Gas Company from those Gas Company customers receiving local gas service within the corporate boundaries of the city of Atkins, in accordance with the tariffs of the Gas Company and the rules, regulations and orders of the Arkansas Public Service Commission. For the purpose of this ordinance, "gross revenues" shall be an amount equal to the total of the basic local service rate, sales tax, together with any addition for fuel adjustment. This ordinance does not restrict the city from the right to alter the tax, upon proper notification in advance to the Gas Company. (Ord No. 91-6, Sec. 1)

4.12.07 Waiver of other taxes It is expressly agreed and understood by the City of Atkins and Arkansas Louisiana Gas Company that the aforesaid payment shall constitute and be considered as complete payment and discharge by Arkansas Louisiana Gas Company, 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 City of Atkins under authority conferred upon the city of Atkins by law. In the event such other taxes are imposed by the city of Atkins, the obligation of Arkansas Louisiana Gas Company to pay the city of Atkins the franchise tax set out in Section 6 of this ordinance shall be immediately terminated. (Ord. No. 81-2, Sec. 7)

4.12.08 Examination of records The city of Atkins shall have the right to examine and verify from the records of Arkansas Louisiana Gas Company any data relating to the gross revenues of the Gas Company derived from gas service provided by the Gas Company within the boundaries of the city of Atkins. (Ord. No. 81-2, Sec. 8)

CHAPTER 4.16

TELEPHONE FRANCHISE

Sections:

4.16.01 Permission granted for operation of telephone system
4.16.02 Conditions
4.16.03 Conditions
4.16.04 Liability
4.16.05 Exclusive privileges not given
4.16.06 Tax
4.16.07 Tax shall be in lieu of other charges
4.16.08 Permission for trimming
4.16.09 Examination of records

4.16.01 Permission granted for operation of telephone system That permission be and is hereby granted to Continental Telephone Company of Arkansas, its successors and assigns, to construct, maintain and operate, its poles, posts, cables, wires and all other necessary overhead apparatus on, over and along; and its conduits, ducts, mains, pipes, cables, wires, manholes, distributing poles and all other necessary underground appliances on, in under and through the streets, alleys and highways, within the limits of the city of Atkins, state of Arkansas, for a period of twenty-five (25) years from the date of the enactment hereof; and to use the property of other companies and permit other companies to use its property upon such arrangements as the two companies may agree, subject to the following conditions: (Ord. No. 81-3, Sec. 1)

4.16.02 Conditions That all poles erected by said company shall be located so they will not interfere with the safety or convenience of persons traveling on or over the said streets, alleys and highways and in the work of installing and maintaining its underground system, said company shall not open or encumber more of any street, alley or highway than will be necessary to enable it to perform same with proper economy and efficiency; nor shall it permit such opening or encumbrance to remain for a longer period than shall be necessary to do the work for which said opening shall have been made. (Ord. No. 81-3, Sec. 2)

4.16.03 Conditions That all work done under the provisions of this ordinance in said city shall be subject to the supervision of the City Engineer or some other representative appointed by said Council and said company shall replace and properly relay any sidewalk or street pavement which may have been displaced or damaged by it in the construction and maintenance of its system in said city. (Ord. No. 81-3, Sec. 3)

4.16.04 Liability That said company shall maintain all poles, cables, wires, conduits, ducts, mains, pipes, manholes, distributing poles and all other apparatus erected or constructed under the provisions of this ordinance, in good and safe order and condition; and shall at all times, fully indemnify, protect and save harmless the said city from and against all loss and necessary expenditures arising from the erection, construction and maintenance of its system in said city or from its neglect or failure to maintain the said apparatus in good and safe order and condition. (Ord. No. 81-3, Sec. 4)

4.16.05 Exclusive privileges not given That nothing in this ordinance shall be

constructed to grant unto the said Continental Telephone Company of Arkansas any exclusive right or to prevent a grant of similar privileges to other companies. (Ord. No. 8103, Sec. 5)

4.16.06 Tax Beginning in January, 1992, and thereafter so long as General Telephone and electronics (GTE), its successors and assigns, shall operate a telephone system within the city, it shall pay to the city a franchise tax in an amount equal to five percent (5%) of basic local service excluding extension, terminal equipment, toll, yellow pages and other miscellaneous equipment revenues with the corporate boundaries of the city at the end of the preceding calendar quarter, payment to be made to the city within thirty (30) days of the end of each calendar quarter; the first remittance to be made within thirty (30) days of March 31, provided, the amount of the tax levied herein by the City may be collected by GTE from those of the GTE customers receiving local exchange telephone service within the corporate boundaries of the City of Atkins, in accordance with the tariffs of the telephone company and the rules, regulations and orders of the Arkansas Public Service Commission. This ordinance does not restrict the city from the right to alter the tax, upon proper notification in advance, to the telephone company. (Ord. No. 91-5, Sec. 1)

4.16.07 Tax shall be in lieu of other charges It is expressly agreed and understood by the city of Atkins and Continental Telephone Company of Arkansas that the aforesaid payment shall constitute and be considered as complete payment and discharge by Continental Telephone Company of Arkansas, 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 city of Atkins under authority conferred upon the city of Atkins by law. In the event such other taxes are imposed by the city of Atkins, the obligation of Continental Telephone Company of Arkansas to pay the city of Atkins the franchise tax set out in Section 6 of this ordinance shall be immediately terminated. (Ord. No. 81-3, Sec. 7)

4.16.08 Permission for trimming Permission is hereby granted to the Continental Telephone Company of Arkansas, to trim trees upon and overhanging streets, alleys, sidewalks and other places within the city so as to prevent the branches of such trees from coming into contact with the wires and cables of the telephone company. All of said trimming shall be done under the supervision and direction of any city official to whom said duties have been, or may be, delegated. (Ord. No. 81-3, Sec. 8)

4.16.09 Examination of records The city of Atkins shall have the rig-ht to examine and verify Fro-m the records of the Continental Telephone Company of Arkansas any data relating to the gross revenues of the telephone company derived from telephone service provided by the telephone company within the boundaries of the city of Atkins. (Ord. No. 81-3, Sec. 9)

CHAPTER 4.20

OFFICES OF UTILITY COMPANIES

Sections:

4.20.01 Offices required for utility companies
4.20.02 Services required
4.20.03 Penalty for violation

4.20.01 Offices required for utility companies All public utilities operating or franchised to operate in the city of Atkins, Arkansas, shall maintain within the corporate limits of the city of Atkins, an office staffed by a sufficient personnel to collect accounts receivable, accept applications for service and maintain the existing plant of said public utility within the city of Atkins; said office to be open at all reasonable times for these purposes. (Ord. No. 269, Sec. 1; Adopted January 11, 1966)

4.20.02 Services required All public utilities operating or franchised to operate within the city of Atkins, Arkansas, shall provide the same services as are provided in other cities and towns in which they are franchised to operate. (Ord. No. 270, Sec. 1; Adopted February 1, 1966)

4.20.03 Penalty for violation. Any person, organization or corporation operating as a public utility within the city of Atkins who shall violate or cause to be violated any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined for the first offense the sum of Ten Dollars ($10.00) and for each separate and subsequent offense a fine of not less than Twenty-Five Dollars ($25.00) nor more than Fifty Dollars ($50.00); and each day during which a violation or violations of this ordinance shall continue shall constitute a separate and subsequent offense. (Ord. 269, Sec. 4; Adopted January 11, 1966)