

## TITLE 4

### BUSINESS LICENSES AND REGULATIONS

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#### CHAPTER 4.04

#### ELECTRIC FRANCHISE

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4.04.01 Electric franchise granted to Arkansas Power and Light Company The city of Greenland, 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 city limits of Greenland, 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 any and all other public grounds and ways belonging to, or under the control of the Grantor, for the purpose of but not limited to erecting, replacing, repairing, maintaining, and operating poles, wires, anchors, stubs, transformers, substations, cables, conduits and any and all other related facilities, appliances and apparatus which are necessary for, or useful in, the furnishing, distribution of, transmission, sale, or said electric service (hereinafter called facilities).

4.04.02 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 4.04.01 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.

4.04.03 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.

4.04.04 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 any other 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.

4.04.05 Termination procedure The rights, privileges and authority hereby granted shall exist and continue from the date of passage of this ordinance, and thereafter, until 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.

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

4.04.07 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.

4.04.08 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.

4.04.09 Franchise tax 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 Greenland. Payments shall be made by the Grantee to the Grantor in approximately equal quarterly installments. 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 Greenland 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 aforementioned 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 4.04.09 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.

4.04.10 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 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.

4.04.11 Private generation facilities allowed Nothing contained herein shall be construed to prohibit any person, firm or corporation from owning and operating facilities for generating, distributing, 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.

## **CHAPTER 4.08**

### **GAS FRANCHISE**

#### **Sections:**

- 4.08.01 Gas franchise granted to Arkansas Western Gas Company
- 4.08.02 Rights and responsibilities of Gas Company and city
- 4.08.03 Fees imposed
- 4.08.04 City's rights
- 4.08.05 Safety measures required
- 4.08.06 Public facilities protected
- 4.08.07 Terms of service
- 4.08.08 Providing prompt information
- 4.08.09 Franchise tax
- 4.08.10 Term of contract
- 4.08.11 Construction of chapter

4.08.01 Gas franchise granted to Arkansas Western Gas Company That the city of Greenland, Arkansas, hereby grants to the Arkansas Western Gas Company the exclusive right, privilege and authority within the present and all future expansions of the corporate limits of the city of Greenland: (1) to sell, furnish, transmit and distribute natural gas to all inhabitants and consumers within the city limits; and (2) subject to the terms, conditions and stipulations mentioned herein, consents the permission, right, and franchise to hereby be given to the Arkansas Western Gas Company, a corporation organized and existing pursuant to the laws of the State of Arkansas, Grantee, and to its successors, lessees and assigns to lay, construct, equip, operate repair, and maintain a system of gas mains, pipes, conduits, feeders and all other the appurtenances for the purpose of supplying and distributing natural gas for light, fuel, power and heat and for any other purpose, to the residents or

inhabitants of said city; and further, the right to lay, construct, operate and maintain a system of gas mains, pipe conduits, pipe lines, feeders and all of the necessary attachments, connections, fixtures and appurtenances for the purpose of conveying, conducting or distributing natural gas from any point beyond said city limits in order to enable the said Grantee to distribute and sell natural gas to the said city and to the residents or inhabitants thereof, and to others. As used in this ordinance, the term "natural gas" and "gas" shall be defined as including, in addition to natural gas, such alternate, substitute or supplemental fuels as (without necessarily limited to) liquefied natural gas, liquefied petroleum gas, synthetic natural gas and propane - air. (Ord. No. 67, Sec. 1)

4.08.02 Rights and responsibilities of Gas Company and city The Grantee is here n expressly given the permit (subject to the proviso hereinafter contained) to use the streets, avenues, roads, highways, alleys, thoroughfares, sidewalks and other public places, as now or hereafter laid out or to be established, for the purpose of laying gas mains, pipe lines, conduits and feeders and the necessary attachments, fixtures, connections and appurtenances for the purpose of conveying or conducting natural gas from any point within the said city or to any point beyond the city limits of the said city, or to any other point, through and beyond the city limits of said city, and to operate and maintain a system of pipe lines, pipes, conduits, feeders and the necessary attachments, connections, fixtures and any and all other appurtenances for the distribution of natural gas within said city to serve said city and the residents and inhabitants thereof, and others; provided, however, that where alleys are accessible for laying mains and pipes, the city shall have the right to require that the mains and pipes shall be laid in the alleys instead of the streets, so long as this is economically feasible (does not create an economic hardship). (Ord. No. 67, Sec. 2)

4.08.03 Fees imposed No fees or charges of any kind shall be imposed by Grantor upon the Grantee or upon any successor or upon any consumer of natural gas for the breaking or opening of any highway, street, road, avenue, alley or other public places, or for the laying of any main, service pipe or other connections therein, except as would be generally imposed on others performing similar work under similar circumstances and conditions. (Ord. No. 67, Sec. 3)

4.08.04 City's rights Nothing contained within this franchise shall be construed in such a manner as to in any manner abridge the right of the city to pass and enforce the necessary police regulations for the purpose of protecting the citizens of said city and their property and the property of the Grantee. (Ord. No. 67, Sec. 3)

4.08.05 Safety measures required Grantee shall at all times keep and display the necessary danger signals and proper guards around all excavations and obstructions and shall keep sufficient space in good condition for the travel of vehicles on at least one (1) side of all excavations and obstructions, and shall as soon as practicable, restore all openings on the highway, road, street, avenue, alley and other public places to condition equally as good as before said openings or obstructions were made. Anything to the contrary notwithstanding which, in the judgment of Grantee, it is necessary for the safety of the citizens to divert or detour traffic from the area of excavation, they have the power to so do upon notice to said city. (Ord. No. 67, Sec. 3)

4.08.06 Public facilities protected The Grantee shall do no injury to any highway, road, street, avenue, alley, lane, thoroughfare, bridge, stream or water course, park or any public place, except as herein specifically allowed, nor with any public or private sewer or drainage system or water lines, now or hereafter laid or constructed by the said city or by any authorized person or corporation, but no sewer, water pipes or telephone or TV cables, electric conduits or any such appurtenance, shall be so laid as to interfere unnecessarily with any gas main or pipes which shall have been laid prior to the time of laying such telephone and TV cables, electric conduits, sewer or water pipes. The Grantee shall fully indemnify and save harmless the city from any and all claims for damage for which said city shall or might be made or become liable by reason of the granting of this franchise, or any negligence or carelessness on the part of said Grantee, or because of any act or omission of the Grantee in the construction and operation of its system of mains and pipes. (Ord. No. 67, Sec. 4)

4.08.07 Terms of service Natural gas service shall be provided under the terms and conditions hereinafter specified and pursuant to the rules and regulations of the Arkansas Public Service Commission governing utility service, as well as Grantee's rules and regulations governing natural gas service which are on file with the Arkansas Public Service Commission and as interpreted and enforced by Grantee. All utility services shall conform with these rules and regulations as well as any other applicable rules and regulations, federal or state laws, including but not limited to the Arkansas Plumbing Code.

The rates which are to be charged by Grantee for natural gas service hereunder shall be those which are now lawfully approved or prescribed and as said rates may, from time to time, be lawfully approved or prescribed by the Arkansas Public Service Commission or any successor regulatory authority having jurisdiction thereof.

The Grantee shall have the right to make and enforce as a part of the conditions under which it will supply natural gas for heat, power, light, fuel and such other purposes as herein provided, all needful rules and regulations not inconsistent with law and the provisions of this franchise. (Ord. No. 67, Sec. 5)

4.08.08 Providing prompt information The Grantee shall furnish promptly to the proper authorities any and all information which may be asked for by them in regard to the size, location or depths of any of the pipes, mains, conduits, or service pipes, in any form whatsoever and any and all other information in regard to its occupation of roads, highways, streets, avenues or public grounds of said city, which they may demand. Whenever the word "Grantee" occurs in this ordinance, it shall mean and it shall be understood to be the Arkansas Western Gas Company, its successors, lessees or assigns, and whenever the words "authorities" or "proper authorities" occur in this franchise, they shall mean and shall be understood to mean the authorized officer or officers, committee or board representing the City of Greenland, Arkansas, or Grantor. (Ord. No. 67, Sec. 6)

4.08.09 Franchise tax During the life of this franchise, the Grantee shall pay to Grantor each year a franchise tax in an amount equal to two percent (2%) of the Grantee's revenues before taxes for all residential and commercial revenues as paid to the said Grantee by all residential and commercial customers located within the corporate limits of the City of Greenland, Arkansas. Payments shall be made by the Grantee to the Grantor in three (3) equal quarterly installments and Grantee shall have thirty (30) days after the end of each calendar quarter within which to make such payment. Residential and commercial gas revenues are those revenues so classified pursuant to Grantee's uniform classification standards. Grantor shall have the right to examine and verify, at any time, 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 Greenland, Arkansas, in the previous year 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 aforementioned payment shall constitute and be considered as full and complete payment and discharge by the Grantee, its successors and assigns, of any and all licenses, fees, charges, impositions or any other taxes of any kind (other than automobile licenses fees, special millage taxes, improvement districts, 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 obligation of the Grantee set forth in Section 4.08.09 hereof to pay the franchise taxes annually shall immediately terminate. (Ord. No. 67, Sec. 7)

4.08.10 Term of contract This franchise shall take effect and continue and remain in force perpetually as provided in Section 44 of the Acts of 1935, No. 324, Acts of the state of Arkansas, as same may be amended from time to time and upon the written acceptance by the Grantee of the terms and conditions of this franchise. (Ord. No. 67, Sec. 8)

4.08.11 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

4.12.01 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 which is incidental to or connected with the conducting of such telephone business and system in the City of Greenland, State of Arkansas, (hereinafter referred to as "City"). The plant construction and appurtenances used in or incidental to the providing of telephone service and to the maintenance of such telephone business and/or system by the Telephone Company in said the 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.



4.12.02 Tax imposed upon Southwestern Bell Telephone Company The Telephone Company shall pay to the City of Greenland on or before March 1<sup>st</sup> 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 number of access lines in service within the corporate limits of the City of Greenland as of the last day of the preceding year by the sum of One Dollar and Fifty-Seven Cents (\$1.57). (Ord. No. 81, 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.

4.12.04 Temporary moving of lines The Telephone Company upon the request of any person, shall remove, raise or lower its telephone wires temporarily to permit the moving of houses or any other structures. The expense of such temporary removal, raising or lowering of wires shall be paid for 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.

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.

4.12.06 Ordinance does not require or permit electric light or power wire attachments Nothing contained in this chapter contained 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.

4.12.07 Exclusive privilege not given Nothing contained 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.

## **CHAPTER 4.16**

### **TAX ON PRIVATE CLUBS**

**Sections:**

4.16.01 City tax levied

4.16.01 City tax levied All private clubs within the city serving alcoholic beverage shall pay to the city a supplemental tax equal to one-half of the amount paid to the state. Proceeds from this tax shall be deposited in the city's General Fund.

## **CHAPTER 4.20**

### **CABLE TELEVISION FRANCHISE**

**Sections:**

4.20.01 Franchise agreement  
 4.20.02 Definition of terms  
 4.20.03 Grant of franchise  
 4.20.04 Standards of service  
 4.20.05 Regulation by the Franchising Authority  
 4.20.06 Insurance and indemnification  
 4.20.07 Enforcement and termination of franchise  
 4.20.08 Miscellaneous provisions

4.20.01 Franchise agreement This franchise agreement (“Franchise”) is between the city of Greenland, Arkansas, hereinafter referred to as “Franchising Authority,” and CoxCom, Inc., d/b/a Cox Communications, hereinafter referred to as “Grantee.”

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

4.20.02 Definition of terms For the purpose of this franchise, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not

inconsistent with the context, words used in the present tense shall include the future tense, words used in the plural number shall include the singular number and words in the singular number shall include the plural number. The words "shall" and "will" are mandatory and "may" is permissive.

**Basic cable** means the lowest priced tier of cable service that includes the retransmission of local broadcast television signals.

**Cable Act** means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

**Cable services** means

- A. The one-way transmission to subscribers of
  - 1. Video programming, or
  - 2. Other programming service, and
- B. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**Cable 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 service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include

- A. A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- B. A facility that serves subscribers without using any public way;
- C. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) to the extent such facility is used in transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services;
- D. An open video system that complies with Section 653 of Title VI of the Cable Act; or

- E. Any facilities of any electric utility used solely for operating its electric utility system.

**FCC** means the Federal Communications Commission, or successor governmental entity thereto.

**Franchise** means the initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement or otherwise, which authorizes the construction and operation of the cable system.

**Franchising Authority** means the city of Greenland, Arkansas, or the lawful successor, transferee, or assignee thereof.

**Grantee** means CoxCom, Inc., d/b/a Cox Communications, or the lawful successors, transferees or assigns thereof.

**Gross revenues** means any subscriber revenues received by the Grantee for charges for cable services provided to subscribers in the service area. Gross revenues shall be calculated and reported based on generally accepted accounting principles (GAAP). Gross revenues shall not include:

- A. Any fees or taxes which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency and which are collected by the Grantee on behalf of such governmental unit or agency, including without limitation the franchise fee required by Section 4.1 hereof;
- B. Any tax, fee or assessment of any kind imposed by the Franchising Authority or other governmental entity on a cable operator, or subscriber, or both, solely because of their status as such, including a tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or subscribers;
- C. Any other special tax, assessment, or fee such as a business, occupation, and entertainment tax;
- D. Any fee for the recovery of costs incurred to collect late payments for cable services;
- E. Net unrecovered bad debt;
- F. Revenues from commercial advertising;

G. Sales to the Grantee's subscribers by programmers of home shopping services, and

H. Reimbursements paid by programmers for launch fees or marketing expense.

**Person** means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

**Public way** means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the service area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the cable system.

**Public way** shall also mean any easement now or hereafter held by the Franchising Authority within the service area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, repairing and maintaining the Grantee's cable system over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, power supplies, network reliability units and other property as may be necessary or pertinent to the cable system.

**Service area** means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.8.

**Subscriber** means a person who lawfully receives cable services of the cable system with the Grantee's express permission. (Ord. No. 284, Sec. 1.)

#### 4.20.03 Grant of franchise

**Grant** The Franchising Authority hereby grants to the Grantee a non-exclusive franchise which authorizes the Grantee to construct and operate a cable system in, along, among, upon, across, above, over, under, or in any manner connected with public ways within the service area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the cable system. Nothing in this

franchise shall be construed to prohibit the Grantee from offering any service over its cable system that is not prohibited by federal or state law.

Other ordinances The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this franchise. Neither party may unilaterally alter the material rights and obligations set forth in this franchise. In the event of a conflict between any ordinance and this franchise, this franchise shall control.

Equal protection The right to use and occupy the Franchising Authority's public ways for the purpose herein provided shall not be exclusive; provided, however, that no person shall enter into the Franchising Authority's public ways for the purpose of constructing or operating a cable system or other network, or for the purpose of providing cable service or other video programming service to any part of the service area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a franchise, permit, license, authorization or other agreement from the Franchising Authority. In the event the Franchising Authority authorizes or permits any person other than the Grantee to enter into the Franchising Authority's public ways for the purpose of constructing or operating a cable system or other network, or for the purpose of providing cable service or other video programming service to any part of the service area, including by means of an "open video system" (as such term is defined in the Cable Act), the material provisions thereof shall be reasonably comparable to those contained herein, and the obligations imposed on the Grantee thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the Grantee hereunder, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

Term The franchise granted hereunder shall be for an initial term of three (3) years commencing on the effective date of the franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this franchise. (Ord. No. 284, Sec. 2.)

#### 4.20.04 Standards of service

Conditions of occupancy The cable system installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such public ways.

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

Relocation at request of the Franchising Authority Upon its receipt of reasonable advance written notice, not to be less than five (5) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the public way, as necessary, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property. Such removal or relocation shall be paid for by Grantee; provided, however, that Grantee shall have substantially the same obligations with respect to the cost of such relocation as all other users of the public rights-of-way.

If any portion of the removal or relocation costs of the other right-of-way users is being borne by a non-public entity, the city will work with Grantee and such non-public entity to ensure that such non-public entity bears the cost of removal or relocation of Grantee's facilities to the same extent that it is covering such costs of removal or relocation of the facilities of other users of the right-of-way. If any portion of the city project is being funded, repaid or reimbursed by any non-public entity, the cost of removal or relocation of Grantee's facilities shall be borne by the source of the non-public funds in the same ratio as the non-public funds bear to the total project cost. To the extent that public funds are available to compensate utilities and other affected rights-of-way users for the costs of such location, Grantee shall be entitled to receive such funds on an equal basis with all other utilities and users.

Relocation at request of third party The Grantee shall, on the request of any person holding a lawful building moving permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from any public way, as necessary, any property of the Grantee, provided:

- A. The expense of such is paid by said person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and
- B. The Grantee is given reasonable advance written notice to prepare for such changes.

For purposes of this section, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

Trimming of trees and shrubbery The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the cable system.

Safety requirements Construction, operation, and maintenance of the cable system shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable federal, state, and local regulations and the National Electric Safety Code. The cable system shall not unreasonably endanger or interfere with the safety of persons or property in the service area.

Aerial and underground construction

- A. In those areas of the service area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the cable system's signal quality. In those areas of the service area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitter, directional couplers), amplifiers, power supplies, network reliability units, pedestals or other related equipment.
- B. Notwithstanding anything to the contrary contained in this section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.
- C. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the service area requiring undergrounding of cable facilities. The Franchising Authority agrees to require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give the Grantee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business days prior to availability.



Required extensions of service The Grantee agrees to provide cable service to all residences in the service area, subject to the density requirements specified in this section. Whenever the Grantee receives a request for cable service from a potential subscriber in a contiguous unserved area where there are at least forty (40) residences within one (1) mile from the portion of the Grantee's trunk or distribution cable which is to be extended, the Grantee shall extend its cable system to such subscribers at no cost to said subscribers for the cable system extension, other than the applicable installation charge; provided that such extension is technically feasible, and will not adversely affect the operation, financial condition, or market development of the cable system.

Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the cable system into any newly-annexed area which is not contiguous to the present service area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing. Grantee shall not be required to offer cable service to individual units of a multiple dwelling unit (MDU) facility within the service area unless the owner of the facility consents in writing to the following:

- A. To Grantee's providing of cable service to individual units of the facility;
- B. To reasonable conditions and times for installation, maintenance, and inspection of the portion of the cable system on the facility premises;
- C. To reasonable conditions promulgated by Grantee to protect Grantee's equipment and to encourage widespread use of the cable system; and
- D. To not demand or accept payment from Grantee for permitting Grantee to provide cable service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive cable service from the Grantee and those who do not.

Subscriber charges for extensions of service If a potential subscriber resides in an area that does not meet the density requirements of Section 3.8 above, the Grantee shall only be required to extend the cable system if the subscribers in that area are willing to share the capital costs of extending the cable system by making a capital contribution in aid of construction, including cost of material, labor, and easements. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals 40. Subscribers who request service hereunder shall bear the remaining construction costs on a *pro rata* basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the cable system from the tap to the residence.

Emergency use The Grantee shall comply with the applicable rules and regulations of the FCC regarding emergency alert systems (47 C.F.R. Part 11). If the Grantee provides an Emergency Alert System ("EAS"), then the Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's cable system in any manner that results in inappropriate use thereof, or any loss or damage to the cable system. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the Franchising Authority's use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

Discrimination prohibited Grantee shall not, because of age, race, creed, color, national origin, or sex, unlawfully

- A. Refuse to hire or employ,
- B. Bar or discharge from employment, or
- C. Discriminate against any person in terms, conditions or privileges of employment. (Ord. No. 284, Sec. 3.)

#### 4.20.05 Regulation by the Franchising Authority

##### Franchise fee

- A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of gross revenues (as defined in Section 1.1 of this franchise), on a quarterly basis. The franchise fee payment shall be due and payable forty-five (45) days after the close of the preceding calendar quarter. The franchise fee payable hereunder shall be paid and received in lieu of any tax, license, charge, fee or any other character of charge for use and occupancy of the public ways.
- B. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due. Upon request, Cox shall make their financial records relevant to the provision of cable service in the franchise area available to the city to demonstrate compliance with this section for a period of up to but no more than three (3) years preceding the request.

##### Rates and charges

- A. The Franchising Authority may regulate rates for the provision of basic cable and equipment as expressly permitted by applicable law.

- B. The Grantee may charge a fee for the recovery of costs incurred to collect late payments for cable services if the following conditions have been met:
1. The subscriber's bill sets forth when the fee will be assessed;
  2. The fee is not assessed any earlier than the tenth (10<sup>th</sup>) day after the due date as reflected on the subscriber's bill; and
  3. The bill sets forth the amount of the fee.

Any fee imposed by the Grantee that does not exceed \$8.00 in 2007 dollars (as adjusted annually for inflation based on the Consumer Price Index) shall be presumed reasonable to cover the costs associated with the delinquent payment. The assessment of a fee pursuant to this section shall not be construed as a limitation on the Grantee's right to charge any other lawful fees or charges.

#### Renewal of franchise

- A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.
- B. Notwithstanding anything to the contrary set forth in this section, the Grantee and the Franchising Authority agree that at any time during the term of the then-current franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the ten-current franchise and the Franchising Authority may grant a renewal thereof.
- C. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of Section 636 of the Cable Act.

Transfer of franchise The grantee's right, title, or interest in the franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the franchise or cable system in order to secure indebtedness. Within thirty (30) days after receiving the request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty

(120) days after receiving such request, consent by the Franchising Authority shall be deemed given. (Ord. No. 284, Sec. 4.)

#### 4.20.06 Insurance and indemnification

Insurance requirements The Grantee shall maintain in full force and effect, at no cost and expense to the Franchising Authority, during the term of the franchise, commercial general liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days' prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a certificate of insurance showing evidence of the coverage required by this section.

Indemnification The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against

- A. Any liability for damages that arise out of the Grantee's construction, operation, or maintenance of its cable system, and
- B. Any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, or maintenance of its cable system, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority. The Grantee shall have the right to participate in or assume control of the defense of any such claim or action, including without limitation the right to select counsel. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. (Ord. No. 284, Sec. 6.)

#### 4.20.07 Enforcement and termination of franchise

Notice of violation In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the franchise, the Franchising Authority shall informally discuss the matter with the Grantee. If the discussions do not lead to resolution of the issue, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

The Grantee's right to cure or respond The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1:

- A. To respond to the Franchising Authority, contesting the asserting of noncompliance, or
- B. To cure such default, or
- C. In the event that, by the nature of default, such default cannot be cured within the thirty (30) days' period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

Public hearing In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Section 7.2(c) above, if it intends to continue its assertion of, and investigation into, the alleged default, then the Franchising Authority shall schedule a public hearing to investigate the default. The Franchising Authority shall provide the Grantee at least ten (10) days' prior written notice of such hearing, which notice shall specify the time, place and purpose of such hearing. At such hearing, the Grantee shall be provided a full and fair opportunity to be heard.

Enforcement Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the franchise, the Franchising Authority may:

- A. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages;
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the franchise, seek to revoke the franchise in accordance with Section 7.5.

The Grantee may appeal such determination of the Franchising Authority to an appropriate court, which shall have the power to review the decision of the Franchising Authority "do novo." Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

Revocation

- A. Should the Franchising Authority seek to revoke the franchise after complying with the procedures set forth in Section 7.1 through 7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the franchise.
- B. At the designated hearing, the Franchising Authority shall give the Grantee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence to question witnesses, and to obtain a transcript of the proceeding, after which the Franchising Authority shall determine whether or not the franchise shall be revoked.
- C. The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Franchising Authority's rights under the franchise in lieu of revocation of the franchise.
- D. The Grantee may appeal any determination of the Franchising Authority to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo." Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

Force majeure

- A. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the franchise, nor suffer any enforcement or penalty relating to noncompliance of default (including termination, cancellation or revocation of the franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, an act of terrorism, governmental, administrative or judicial order or regulation or other circumstances reasonably beyond the Grantee's ability to anticipate and

control. This provision includes work delays caused by waiting for utility providers to service or monitor their own utility poles to which the Grantee's cable system is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

- B. Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the franchise for so-called "technical" breach(es) or violation(s) of the franchise, which shall include but are not limited to the following:
1. In instances or for matters where a violation or a breach by the Grantee of the franchise was good faith error that resulted in no or minimal negative impact on the customers within the service area; or
  2. Where strict performance with the terms of the franchise would result in practical difficulties and hardship to the Grantee that outweigh the benefit to be derived by the Franchising Authority and/or subscribers. (Ord. No. 284, Sec. 7.)

#### 4.20.08 Miscellaneous provisions

Actions of parties In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

Entire agreement This franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this franchise shall be mutually agreed to in writing by the parties.

Notice Unless expressly otherwise agreed between the parties, every notice or response required by this franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope:

- A. Upon receipt when hand delivered with receipt/acknowledgment,
- B. Upon receipt when sent by certified, registered mail, postage prepaid, or
- C. Within five (5) business days after having been posted in first-class mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Greenland, Arkansas  
P.O. Box 67  
Greenland AR 72737  
Attention: Mayor

The notices or responses to the Grantee shall be addressed as follows:

Cox Communications  
901 So. George Washington Blvd.  
Wichita KS 67211  
Attention: V.P. Government Affairs

Cox Communications  
4901 S. 48<sup>th</sup> St.  
Springdale AR 72762  
Attention: Dir. Government Affairs

with a copy to:

Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta GA 30319  
Attention: Legal Department

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in accordance with the provisions hereof.

Descriptive headings The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein. (Ord. No. 284, Sec. 8.)

## **CHAPTER 4.24**

### **OCCUPATIONAL LICENSES**

Sections:

- 4.24.01 Occupational licenses required
- 4.24.02 Separate license for each trade or business



4.24.04	Appeal
4.24.05	Collection
4.24.06	Posting
4.24.07	Procurement of licenses
4.24.08	False statements or failure to furnish information
4.24.09	Schedule of license fees/Late Renewal
4.24.10	Issuance
4.24.11	Penalty
4.24.12	Revocation of license

4.24.01 Occupational licenses required The carrying on of any trade, business, vocation, occupation, profession or calling of whatever kind or nature within the city of Greenland is hereby declared to be a privilege and from and after the effective date of this ordinance, any individual, partnership, association, LLC, corporation or other legal entity engaged in such activity shall pay an annual occupation fee for this privilege. (Ord. No. 101, Sec. 1/Ord. No. 324-A.)

4.24.02 Separate license for each trade or business Any individual, partnership, association, LLC, corporation or other legal entity engaging in more than one (1) business, occupation or profession for which a license is required shall pay for and take out a license for each business, profession or occupation in same or separate quarters. Licenses shall be issued for a period of up to one (1) year from the date of issue (see Section 4.24.09). Persons affected hereby shall renew their licenses during the month preceding the expiration date of their current license. Charitable, garage, yard or firewood sales shall not be considered occupations under this ordinance nor shall the sale of produce raised within the city limits of the city of Greenland be so considered. (Ord. No. 101, Sec. 2/Ord. No. 324-A).

4.24.03 Transfer prohibited No license issued hereunder shall be transferred. (Ord. No. 101, Sec. 3)

4.24.04 Appeal The ruling body of this ordinance shall be the City Council and all requests for consideration, adjustments or complaints shall be brought before that body during a regular meeting. (Ord. No. 101, Sec. 4)

4.24.05 Collection The Recorder/Treasurer of the city of Greenland, Arkansas, or such other duly authorized person shall collect the fee and upon receipt thereof, shall issue a license under this ordinance for every individual, partnership, association, LLC, corporation or other legal entity liable to pay such fee and each license issued shall state the amount paid, and the period of time covered thereby, the name of the individual, partnership, association, LLC, corporation or other legal entity and the business occupation or profession to be carried on. No error in stating or computing the amount of a license and fee due shall prevent or prejudice the licensing and collection process by the City of the fee which shall actually be due under this ordinance. (Ord. No. 101, Sec. 5/Ord. No. 324-A).

4.24.06 Posting The license issued hereunder shall be prominently displayed at the principal place of business. (Ord. No. 101, Sec. 6)

4.24.07 Procurement of license All licenses shall be procured before any business, occupation or profession begins operation and shall be obtained from Office of the Recorder-Treasurer. If it shall be necessary for the Recorder-Treasurer or deputy to go to the business to collect, a Fifteen Dollar (\$15.00) additional fee will be imposed (Ord. No. 101, Sec. 7/Ord. No. 324-A)

4.24.08 False statements or failure to furnish information It shall be unlawful for any individual, partnership, association, LLC, corporation or other legal entity knowingly and willfully to make a false written or verbal statement in applying for a license under this chapter for the purpose of defrauding the City, by which statement a license is procured for a less sum than it is lawfully due hereunder. It shall likewise be unlawful for any person to fail or refuse to furnish the Recorder-Treasurer with all required information necessary to issue the license in accordance with the provisions of this Ordinance. (Ord. No. 101, Sec. 8/Ord. No. 324-A)

4.24.09 Schedule of license taxes Each individual, partnership, association, LLC, corporation or other legal entity engaged in any business, occupation or profession within the city limits of the City of Greenland shall pay Twenty-Five Dollars (\$25.00) for an annual license (or any portion of a year). The initial business license shall cover the period between the opening of the business and the following December 31. Thereafter, all licenses shall be renewed for the period January 1 through the following December 31, no later than January 31 of the year of renewal. Any license renewal not processed by January 31, shall require in addition to the standard license renewal fee of \$25.00, a late processing fee of \$25.00 The late processing fee is in addition to all other fees assessed under this Chapter. The fee shall not be prorated for business opening after January 1, or closing prior to December 31 in any year and the fee is nonrefundable. (Ord. No. 333, Sec. 2.)

4.24.10 Issuance No occupational license shall be issued to any applicant for such occupational license under the provisions of Section 4.24.02 and 4.24.04 of this ordinance until and unless such applicant shall demonstrate to the Recorder/Treasurer his or her compliance with all ordinances and statutes applicable to such applicant's business, trade, occupation, vocation or profession, including, those establishing codes of building, electrical work, plumbing, sanitation and health, and those regulating business and advertising signs. (Ord. No. 101, Sec. 10)

4.24.11 Penalty Any individual, partnership, association, LLC, corporation or other legal entity engaged in any trade, business, vocation, occupation, profession or calling of whatever kind or nature within the City of Greenland, without procuring the required license shall be guilty of a violation of this Ordinance and upon conviction thereof in the District Court of Washington County, Greenland Department, shall be fined in the sum of Twenty-Five Dollars (\$25.00) plus court costs and each and every day of such offense shall constitute a separate offense. (Ord. No. 101, Sec. 11/Ord. No. 324-A)

4.24.12 Revocation of license The City Council by a two-thirds (2/3) vote may revoke any license for cause without return of any license fees paid. (Ord. No. 101, Sec. 12)