

ORDINANCE NO. 363

AN ORDINANCE GRANTING ST. JOSEPH CABLE COMMUNICATIONS d/b/a WATHENA CABLEVISION, THE NONEXCLUSIVE RIGHT AND PRIVILEGE TO CONSTRUCT, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM WITHIN THE CITY OF WATHENA, KANSAS, PROVIDING CONDITIONS ACCOMPANYING THE GRANT OF SUCH FRANCHISE, PROVIDING FOR CITY REGULATION AND USE OF THE COMMUNITY ANTENNA TELEVISION SYSTEM, CREATING AND DEFINING AN OFFENSE FOR THE UNLAWFUL ATTACHMENT AND CONNECTION TO THE COMMUNITY ANTENNA TELEVISION SYSTEM, AND PRESCRIBING A PENALTY FOR CONVICTION THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WATHENA, KANSAS:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the Wathena, Kansas, Cable Television Franchise Ordinance.

SECTION 2. DEFINITIONS. For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words in plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "CITY" is the City of Wathena, Kansas.
- (b) "COUNCIL" or "CITY COUNCIL" means the City Council of Wathena, Kansas.
- (c) "COMPANY" means St. Joseph Cable Communications d/b/a Wathena Cablevision, which is a Missouri Corporation maintaining its offices in St. Joseph, Missouri, and which will be authorized to do business in the State of Kansas.
- (d) "COMMUNITY ANTENNA TELEVISION SYSTEM", sometimes referred to herein as "CATV System", means a system composed of, but not limited to: Earth stations, towers, antennae, cables, wires, lines, wave guides or other conductors, equipment facilities designed, constructed or used for the purpose of receiving, amplifying, originating and distributing by coaxial cable, audio-visual, television, electronic, electrical or radio signals and for the purpose of providing other lawful services by cable to persons in the City for a fee.
- (e) "FEDERAL COMMUNICATIONS COMMISSION APPROVAL" means any necessary authorization of the Federal Communications Commission (sometimes referred to herein as FCC) to operate a CATV system in the City, pursuant to the Communications Act of 1934 as amended and applicable FCC regulations.
- (f) "FRANCHISE" means the non-exclusive rights granted

pursuant to this ordinance to construct and operate a cable communications system along the public way within all or a specified area in the City. Any such authorization, in whatever form granted, shall not mean and include any license or permit required for the privilege of transacting and carrying on a business within the City as required by other ordinances and laws of this City.

- (g) "FRANCHISE FEE" means the annual fee to be paid by the Company to the City, as herein provided, of three percent (3%) of the gross annual receipts of the Company.
- (h) "GRANTEE" is St. Joseph Cable Communications d/b/a Wathena Cablevision, or its successors as herein permitted.
- (i) "GROSS ANNUAL RECEIPTS" means all compensation received by the Company from CATV Service within the corporate limits of Wathena, Kansas, during part or all of a calendar year. Gross annual receipts specifically includes installation, advertising, pay TV and auxiliary service revenues.
- (j) "PERSON" means any individual, partnership, association, corporation, legal entity or organization of any kind.
- (k) "SERVICE AREA" means the geographic area within the boundaries of the City of Wathena, Kansas.
- (l) "STREET" means the surface of and the space above and below any street, road, highway, freeway, bridge, lane, path, alley, court sidewalk, parkway, drive or other public way, now or hereafter existing within the City by dedication or prescription.
- (m) "SUBSCRIBER" means any person receiving either basic service or additional service from the Grantee under the schedule of charges filed with and approved by the City.
- (n) "SUBSTANTIALLY COMPLETED" means when sufficient distribution facilities have been installed by the Grantee so as to permit the offering of cable communications service to at least ninety (90) percent of the potential subscribers in the service area.

SECTION 3. GRANT OF NON-EXCLUSIVE AUTHORITY. There is hereby granted by the City to the Grantee the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City, poles wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the City of a CATV System for the interception, sale and distribution of television and radio signals. The right

to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, public ways and places, to other persons at any time during the period of this License and Permit.

SECTION 4. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND ORDINANCES. The Company shall at all times during the term of this Ordinance, be subject to all lawful exercise of the police power by the City and to such reasonable regulations as the City may hereafter by Resolution or Ordinance provide. The construction, operation and maintenance of the system by the Company shall be in full compliance with such portions of the National Safety Code as may be applicable and as the same may be amended and revised from time to time, and in full compliance with all other applicable rules, regulations and ordinances now in effect or hereafter adopted by the City, Federal Communications Commission, State Corporation Commission or any other agency of the State of Kansas or the United States, which may have or hereafter acquire jurisdiction of the operations of the Company authorized herein.

SECTION 5. TERRITORIAL AREA INVOLVED. The franchise herein granted relates to and includes the present territorial limits of the City and to any area hereafter added thereto during the term of this Franchise Ordinance.

SECTION 6. LIABILITY AND INDEMNIFICATION. The Company shall indemnify and hold the City harmless from all liability, damage, cost or expenses of every kind, nature or character whatsoever, arising from claims of injuries to persons or damage to property as a result of the granting of this Franchise Ordinance. It is further provided:

(a) The damages and/or penalties for which the Company is indemnifying the City shall include, but not be limited to, damages arising out of copyright, installation, operation and maintenance of the CATV System authorized herein or any and all other acts or omissions for which a claim is made whether authorized, allowed or prohibited by this Ordinance.

(b) By the acceptance of this Franchise Ordinance the Company agrees to pay any and all expenses incurred by the City in defending itself with regard to any and all damages and claims made against it. The expenses shall include any and all expenses incurred by the City including Attorney fees, Court costs and related expenditures.

(c) The City shall notify the Company's representative within fifteen (15) days after the presentation of any claim or demand to the City, either by suit, or otherwise made against the

City on account of any alleged negligence or violation of contract rights on the part of the Company.

(d) The Company shall maintain, and by its acceptance of this Ordinance specifically agrees that it will maintain throughout the term of this Franchise Ordinance, or any extensions hereof, insurance coverage in the minimum amounts of:

- (1) \$100,000.00 for bodily injury or death of any one person, and \$300,000.00 for bodily injury or death resulting from any one accident.
- (2) \$100,000.00 for property damage resulting from any one accident.
- (3) \$100,000.00 for all other types of liability.
- (4) The Company shall maintain Worker's Compensation Coverage as required by Kansas law.
- (5) Such other insurance coverage as required by Kansas law.
- (6) Such other additional or increased coverages as the City shall hereafter require.

All insurance policies as are required herein shall be written by a company or companies authorized and qualified to do business in the State of Kansas. Certificates of insurance coverage, which is required herein, shall be filed by the Company with the City.

SECTION 7. COLOR TELEVISION. The facilities and equipment of the Grantee shall be capable of distributing color television signals, and when the signals the Grantee distributes are received in color, they shall be distributed in color where technically feasible.

SECTION 8. SIGNAL QUALITY REQUIREMENTS. The Grantee shall:

- (a) Produce a picture whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production TV sets in good repair.

- (b) Transmit signal of adequate strength to produce good pictures with good sound at all outlets without causing cross modulation in the cables or interfering with other electrical or electronic systems.
- (c) Limit failures to a minimum by locating and correcting malfunctions promptly.
- (d) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

SECTION 9. OPERATION AND MAINTENANCE OF SYSTEM. The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible, such interruptions, insofar as possible, shall be preceded by notice and shall occur during the periods of minimum use of the system.

SECTION 10. CARRIAGE OF SIGNALS. The Grantee shall receive and distribute television and radio signals which are disseminated to the general public without charge by broadcasting stations licensed by the Federal Communications Commission. All FCC regulations shall be complied with by the Grantee.

SECTION 11. APPLICATION FOR PERMIT FROM FEDERAL COMMUNICATIONS COMMISSION. Within ninety (90) days after the effective date of this Ordinance, the Company shall file with the Federal Communications Commission such request, petition, notification, or other application as is then proper and necessary to secure from said Federal Communications Commission all necessary permits, licenses, waivers, or such other authority as may be necessary to be secured from said Federal Communications Commission to fully comply with the terms of this Ordinance. The Company shall thereafter diligently pursue such application with the Federal Communications Commission and shall perform all such reasonable acts which are necessary and proper to secure any such permit, license, waiver or other approval and authorization. The Company shall keep the City advised, at all times, of the status and progress of such application.

SECTION 12. SYSTEM CONSTRUCTION AND MAINTENANCE. Upon passage of this Ordinance the Company shall have the right to commence negotiations with the City and any and all other public Utility Companies within the City for the use of poles necessary for proper installation of the System and the Company may obtain right-of-way permits from appropriate State, County

and Federal officials necessary to cross highways or roads under respective jurisdiction to supply main trunk lines from the Company's receiving antennas. The Company shall also have the right to commence application to obtain the necessary permission from the Federal Aviation Authority to erect and maintain antennas suitable to the needs of the System and its subscribers and to obtain any and all other permits required by any governmental unit. The company shall have no right to use the City owned poles, streets or other property or right-of-way without first having obtained a contract, separate from this Ordinance, from the City for the use of City owned poles and right-of-way. The Company shall construct its cable system using material of good and durable quality and all work involved in the construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner. Any damage caused by the Company to City poles, streets or other property, shall be repaired immediately by the Company.

SECTION 13. SAFETY REQUIREMENTS. (a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisance to the public.

(b) The Grantee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of the National Electrical Safety Code Promulgated by the National Bureau of Standards and the National Electrical Code of the National Board of Fire Underwriters, and in such manner that they will not interfere with any installation of the City or of a public utility serving the City.

(c) All structures and all lines, equipments and connections in, over, under and upon the streets, sidewalks, alleys, and public ways or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good repair.

SECTION 14. CONDITIONS ON STREET OCCUPANCY. (a) All transmissions and distribution structures, lines and equipment erected by the Grantee within the City shall be so located so as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or public ways and places.

(b) Paved streets and sidewalks shall not be disturbed in any manner whatsoever and whenever it becomes necessary to place any conduit, cable, lines or other means of signal transmission of any kind and type whatsoever beneath a paved street or sidewalk, the same shall be placed by boring under any such paved street or sidewalk.

(c) If at any time during the period of this Franchise Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

(d) Any poles or other fixtures placed in any public way by the licensee shall be placed in such manner as not to interfere with the usual travel on such public way.

(e) The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee. The Grantee shall obtain approval from the City before commencing any tree trimming.

(g) In all sections of the City where the cables, wires or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee to do so.

(h) The Grantee shall not place poles or other fixtures where the same will unreasonably interfere with any gas, electric, telephone or water lines or equipment.

(i) The Grantee shall comply with all other requests of the City concerning the use of City poles, streets and other property and rights of way.

SECTION 15. CITY RIGHTS, PRIVILEGES AND AUTHORITY.

(a) ADDITIONAL REGULATIONS: The right is hereby reserved to the City or the City Council to adopt, in addition to the provisions contained herein and other existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power; provided, that such regulations, by ordinance or otherwise, shall be reasonable.

(b) COMPANY RECORDS: The City shall be furnished with a statement compiled by a Certified Public Accountant reflecting and showing the gross income of service charges paid by the Company's users, and the City shall have the right to examine such of the Company's records relative to the gross income received by the Company.

(c) USE OF COMPANY POLES: The City shall have the right, during the life of this Franchise Ordinance, to install and maintain free of charge upon the poles of the Grantee any wire and pole fixtures necessary for any municipal use provided that such wire and pole fixtures do not interfere with the CATV operations of the Grantee.

(d) SUPERVISION OF CONSTRUCTION: The City shall have the right to supervise all construction and installation work performed by the Company and to make such inspections as it shall find necessary to insure compliance with the terms of this Ordinance and other applicable provisions of law. No construction, of any kind, shall be commenced without obtaining prior approval of the City.

(e) REMOVAL OF EQUIPMENT: At the expiration of the term for which this Ordinance is granted, or upon its termination and cancellation, as provided for herein, the City shall have the right to require the Grantee to remove at its own expense all portions of the CATV System from all public ways within the City.

(f) MUNICIPAL AND SCHOOL USE OF SERVICE: The Company shall provide, upon request, and without charge, where main line cable is accessible, service to any municipal buildings owned or operated by the City and to any and all public and parochial elementary or secondary schools. This right shall include only energized cable to such facilities. The cost of any internal wiring which is necessary for the use of such service shall be borne by the municipality or school.

(g) EMERGENCY OR DISASTER: In the event of any emergency or disaster the Company shall, upon request of the City Clerk, make available its facilities to the City for emergency use during any such emergency or disaster.

(h) LIABILITY: The City shall not be liable for any damage occurring to the property of the Company caused by employees of the City in the performance of their duties, except for damage caused to the Company's facilities by the negligence of the City's employees in the performance of their duties, nor shall the City be held liable or responsible for the failure of the Company to be able to perform normal services to its customers for any reason.

(i) OTHER LAWS AND REGULATIONS: The authority herein granted is limited to such conditions as herein contained and to such restrictions as apply to the City and the authority granted to the Company herein does not affect or have any application on other laws and regulations which may apply and affect the rights and obligations of the Company to operate a CATV System.

SECTION 16. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED. The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to any prejudice or disadvantage.

SECTION 17. INTERFERENCE WITH TELEVISION RECEPTION OR OTHER UTILITY SERVICE. The Company shall not allow its cable or other operations to interfere with television reception of persons not served by the Company nor shall the system interfere, obstruct or hinder, in any manner, the operation of other utilities serving the residents of the City.

SECTION 18. REMOVAL OF FACILITIES UPON REQUEST. Upon termination of service to any subscriber, the Grantee shall upon request, promptly remove all of its facilities and equipment from the premises of such subscriber.

SECTION 19. TRANSFER OF LICENSE AND PERMIT. The Company shall not sell, assign or transfer its system and the privileges granted herein without first obtaining the approval of the Governing Body of the City.

SECTION 20. FILINGS AND COMMUNICATIONS WITH REGULATORY AGENCIES. Copies of all petitions, applications and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission and any and all other agencies having jurisdiction in respect to any matters affecting the CATV System operation authorized pursuant to this Ordinance shall upon request, be submitted simultaneously to the City.

SECTION 21. PAYMENTS TO THE CITY. The Grantee shall pay to the City an amount equal to three percent (3%) of the annual gross service charge paid by users within the City during the year, for the use of streets and other facilities of the City in operation of the CATV System and for the municipal supervision thereof. Said 3% fee shall be paid on basic cable TV revenue, revenues received from installation, advertising, pay TV, auxiliary services and any other revenues received by the Company. In addition to said fee, the Company shall pay for the use of the City's poles and other facilities such amount and in such manner as the parties hereafter agree. The payments herein provided for shall be in addition to any other tax or payment owed to the City by the Grantee, including any payment for ad valorem taxes or payments in lieu of ad valorem taxes, provided, that the Grantee shall be exempt from any Occupation Tax Ordinance which may hereafter be enacted by the City. All payments required hereunder shall be made annually and shall be due within thirty (30) days after the close of each calendar year this Ordinance is in effect.

SECTION 22. MAPS AND PLATS. The Grantee shall file with the City Clerk true and correct maps and plats showing and describing the exact location of all of its facilities within the City streets, alleys and public ways including underground cables and equipment.

SECTION 23. EMPLOYMENT REQUIREMENT. The Grantee shall not refuse to hire, nor discharge from employment, nor discriminate against any person regarding compensation, terms, conditions or privileges of employment because of sex, race, color, creed or national origin. The Grantee shall take affirmative action to insure that employees are treated equally during employment and without regard to their sex, race, creed, color or national origin.

SECTION 24. COMPANY RULES AND REGULATIONS. The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations

under this Ordinance, and to assure an uninterrupted service to each and all of its customers, provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or any other City, State or Federal laws or regulations.

SECTION 25. COMPLIANCE WITH FCC RULES AND REGULATIONS. The Company shall, at all times, comply with the rules and regulations governing CATV operations promulgated by the FCC, specifically, but not limited to, those provisions set out in Section 76.31 of the Rules and Regulations of the FCC. This directive shall include adherence by the Company to any and all FCC Rules regarding technical and engineering specifications involved in the construction of the CATV System and signal carriage therein.

SECTION 26. FORFEITURE OF LICENSE AND PERMIT. In addition to all other rights and powers of the City as herein provided and as otherwise authorized and provided by law, the City reserves the right to terminate and cancel the License and Permit granted by this Ordinance and all rights and privileges of the Grantee hereunder upon the occurrence of any of the following events by the Grantee:

- a. Violates any provision of this Ordinance or any rule, order, or determination of the City made pursuant to this License and Permit, except where such violation, is without fault of the Grantee.
- b. Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.
- c. Attempts to evade any of the provisions of this Ordinance or attempts any fraud or deceit upon the City.
- d. Fails to complete construction and commencement of CATV service as required in Section 27 hereof.

Before the City terminates and cancels the authority granted to the Grantee hereunder, it shall notify the Grantee, in writing, of its intent to terminate the rights and privileges of the Grantee. Prior to such termination and cancellation, the Grantee shall be provided with a hearing before the City Council.

SECTION 27. CONSTRUCTION SCHEDULE. (a) PERMITS. Within ninety (90) days after the effective date of the grant of this Ordinance, the Grantee shall file with the appropriate

governmental authorities and all necessary utility companies, all initial papers, applications, contracts and other documents necessary to permit the commencement of construction and operation of the cable communications system, and shall thereafter make diligent efforts to obtain the proper execution and delivery of such documents.

(b) COMPLETION OF CONSTRUCTION. Within eight (8) months after the effective date of this Ordinance, the Grantee shall have substantially completed construction of the CATV System authorized by this Ordinance and within nine (9) months from the effective date of this Ordinance construction of such CATV System shall be completed and in operation. x

SECTION 28. CITY'S RIGHT OF INTERVENTION. The City shall have the right to intervene in any suit or proceeding to which the Grantee is a party or in which any of the terms and provisions of this Ordinance are an issue.

SECTION 29. FURTHER AGREEMENT AND WAIVER BY GRANTEE. The Grantee agrees to abide by all provisions of this License and Permit, and further agrees that it will not at any future time set up as against the City or the City Council the claim that the provisions of this Ordinance are unreasonable, arbitrary or void.

SECTION 30. DURATION AND ACCEPTANCE OF ORDINANCE.
(a) This Ordinance and the rights, privileges and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of fifteen (15) years, provided that within 5 days subsequent to the date of the passage of this Ordinance the Grantee shall file with the City Clerk its unconditional acceptance of this License and Permit and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the Grantee, before a Notary Public or other officer authorized by law to administer oaths.

(b) Should the Grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges or authority under this License and Permit whatever.

(c) This Ordinance and the authority granted herein shall automatically terminate and have no further validity at the conclusion of the 15 year term herein granted, unless the same is extended by ordinance of the City of Wathena. An extension of the franchise term shall not be unduly withheld by the City if, in the opinion of the City, the Grantee has offered satisfactory services to its subscribers at competitive rates.

SECTION 31. LINE EXTENSIONS. The Company shall provide service to all residences where there are homes at the rate of fifty (50) per linear mile of cable. The Company shall extend the service to new subscribers, at the normal installation charge and monthly rate for customers of that classification where there are an average of fifty (50) homes per each linear mile of new cable construction. In the event there are not fifty (50) residences per linear mile the Company shall not be required to extend the service unless it is determined such extension is reasonable and compensatory.

SECTION 32. CHANNEL CAPACITY. The Grantee's cable distribution system shall have a minimum channel capacity of twenty-one (21) channels. The channels carried will be in following with the regulations of the FCC. The System shall also have the capability for satellite reception.

SECTION 33. SUBSCRIBERS' RATES AND CHARGES. The following rates and charges are hereby authorized for service under this Ordinance and shall not be changed by the Grantee without first obtaining the prior approval of the City Council:

- (a) Installation for Basic Cable Service: Not to exceed \$15.00 (add \$20.00 for underground cable and \$7.50 for each additional set or FM).
- (b) Basic Cable Service Charge: Not to exceed \$8.50 per month plus sales tax (add \$1.50 monthly for each extra set per dwelling unit).
- (c) Pay TV Service Charge: Not to exceed \$10.00 per month per channel.

Rates for services, as herein provided, shall be subject to amendment by the City, upon application of the Grantee.

SECTION 34. PUBLICATION AND RELATED COSTS. The Grantee shall assume the expense incurred by the City for the preparation, consideration and publication of this Ordinance and for all subsequent ordinances hereafter adopted which amend or relate to this Ordinance in any way.

SECTION 35. SEVERABILITY. If any clause, paragraph,

subsection or section of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 36. THEFT OF SERVICES. It shall be unlawful for any person to attach or affix or to cause to be attached or affixed any equipment or device which permits, or intends to permit access or use of the cable television service without first obtaining the prior approval of the Grantee to attach and connect to the cable television service and without first making payment to the Grantee for attachment and connection to the cable television service. All persons violating the provisions of this section shall, upon conviction thereof, be punished by a fine of not to exceed One Hundred Dollars (\$100.00).

SECTION 37. EFFECTIVE DATE. This Ordinance shall be in force and take effect from and after its passage, approval and publication in the official City newspaper.

PASSED by the Council and APPROVED by the Mayor on the 2nd day of June, 1981.

Jack Slaughter
Mayor

ATTEST:

(CITY SEAL)

Phyllis J. Downey
City Clerk