

4.22.05 Interconnection agreement terms and conditions This Interconnection Agreement for Net Metering Facilities ("Agreement") is made and entered into this ___ day of _____, 20 __, by Clarksville Light & Water ("Utility") and _____ ("Customer"), a _____ (specify whether corporation or other), each hereinafter sometimes referred to individually as "Party" or collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- A. The net metering facility The net metering facility meets the requirements of A.C.A. 23-18-603(5) and the electric Utility's net metering rules.
- B. Governing provisions The parties shall be subject to the provisions of A.C.A. 23-18-604 and the terms and conditions set forth in this Agreement, the net metering rules and the Utility's applicable rates.
- C. Interruption or reduction of deliveries The Utility shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of its equipment or part of its system, or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices. Whenever possible, the Utility shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time the Utility reasonably determines that either the facility may endanger the Utility's personnel or other persons or property or the continued operation of the Customer's facility may endanger the integrity or safety of the Utility's electric system, the Utility shall have the right to disconnect and lock out the Customer's facility from the Utility's electric system. The Customer's facility shall remain disconnected until such time as the Utility is reasonably satisfied that the conditions referenced in this section have been corrected.
- D. Interconnection Customer shall deliver the as-available energy to the Utility at the Utility's meter.
 - 1. Utility shall furnish and install a meter capable of net metering. Customer shall install a Utility furnished meter socket for the Utility's meter and any related interconnection equipment per the Utility's technical requirements, including safety and performance standards.
 - 2. The Customer shall submit a Standard Interconnection Agreement to the electric Utility at least thirty (30) days prior to the date the Customer intends to interconnect the net metering facilities to the Utility's facilities.

The Standard Information, Section (A) through (D) of the Standard Interconnection Agreement must be completed for the notification to be valid. The Customer shall have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Standard Interconnection Agreement. The electric Utility shall provide a copy of the Standard Interconnection Agreement to the Customer upon request.

3. Following notification by the Customer as specified in requirements for initial interconnection, the Utility shall review the plans of the facility and provide the results of its review to the Customer within thirty (30) calendar days. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.
4. To prevent a net metering Customer from back-feeding a de-energized line, the Customer shall install a manual disconnect switch with lockout capability that is accessible to Utility personnel at all hours.
5. Customer at his own expense shall meet all safety and performance standards established by local and national Electrical Codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety code (NESC), and Underwriters Laboratories (UL).
6. Customer shall not commence parallel operation of the net metering facility until the net metering facility has been inspected and approved by the Utility. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Utility's approval to operate the Customer's net metering facility in parallel with the Utility's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability or reliability of the Customer's net metering facility.
7. Modifications or changes made to a net metering facility shall be evaluated by the Utility prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Utility in writing prior to making the modifications to the net metering facility. The Utility shall review the proposed changes to the facility and provide the results of its evaluation to the Customer within thirty (30) calendar

days of receipt of the Customer's proposal. Any items that would prevent parallel operation due to violation of applicable safety standard and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

- E. Maintenance and permits The Customer shall obtain any governmental authorizations and permits required for the construction and operation of the net metering facility and interconnection facilities. The Customer shall maintain the net metering facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations. CLW recommends that the Customer have an annual inspection of the net metering facility. At any time CLW may request a professional inspection be completed at the expense of the net metering facility owner. If an inspection is completed, it shall be signed by both the Electrical Inspector and net metering facility owner and filed with Clarksville Light & Water. At any time if a safety inspection reveals, or the Utility identifies an unsafe condition at the net metering facility, said Customer and the City Inspector will be notified and at the Customer's expense a licensed installer shall be secured to complete the necessary repairs as soon as practical. If the City Electrical Inspector deems immediate repair a necessity to remain operational, said net metering facility shall be switched off until the owner has made satisfactory repairs.
- F. Access to premises The Utility may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. The Utility may disconnect the interconnection facilities without notice if the Utility reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or property of the others from damage or interference caused by the Customer's facilities or lack of properly protective devices.
- G. Indemnity and liability Each party shall indemnify the other party, its directors, officers, agents and employees against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party's engineering design, construction ownership or operations of, or the making of replacements, additions or betterment to, or by failure of any of such party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The indemnifying party shall on the other party's request defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to be contributory, principals of comparative

negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable that party's negligence.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or making replacements, additions or betterment to, the Customer's facilities by the Customer of any other person or entity.

- H. Notices All written notices shall be directed as follows:

Clarksville Light & Water
Attention: General Manger
P.O. Box 1807
400 West Main Street
Clarksville AR 72830

Customer notices to Utility shall refer to the Customer's electric service account number set forth in Section (A) of this Agreement.

- I. Term of Agreement The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.
- J. Assignment This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors and assigns. The Customer shall not assign this Agreement or any part hereof without the prior written consent of the Utility, and such unauthorized assignment may result in termination of this Agreement. (Ord. No. 2015-740, Sec. 5.)

CHAPTER 4.24

DEALERS IN USED ARTICLES

Sections:

- 4.24.01 Daily report
- 4.24.02 Inspection of reports
- 4.24.03 Unlawful transactions
- 4.24.04 Penalty
- 4.24.05 Unlawful operations
- 4.24.06 Penalty
- 4.24.07 Definitions

4.24.01 Daily report All pawnbrokers, junk dealers and dealers in second hand articles doing business in the city of Clarksville, Arkansas, are hereby required to keep a daily report

showing fully the name, age, address, sex, driver's license number, color and general physical description of each person who shall have pawned, pledged or sold any article during that day, together with a full description of the article pledged pawned or sold. (Ord. No. 66, Sec. 1.)

4.24.02 Inspection of reports The daily reports required to be kept in 4.24.01 of this ordinance shall be furnished to the Chief of Police upon request. In addition, these reports shall be kept in duplicate; such duplicate reports shall at all times be subject to the inspection of any member of the Clarksville Police Force or the City Attorney. (Ord. No. 66, Sec. 2.)

4.24.03 Unlawful transactions It shall be unlawful for any pawnbroker, junk dealer or dealer in second hand articles, agent or employee, to accept any pawn or pledge or buy from any minor or to knowingly advance any money, or other thing of value, upon the property of a minor, except with the written consent of the parent or guardian of said minor. (Ord. No. 66, Sec. 3.)

4.24.04 Penalty Any person, firm or corporation violating any part of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall pay a fine not to exceed Twenty-Five Dollars (\$25.00) for each offense. Each day after a report is requested by the Chief of Police that any pawnbroker, junk dealer or dealer in second hand articles shall fail, refuse or neglect to furnish such reports as herein provided, or each day such persons or corporations shall refuse to keep or provide a duplicate of said reports for the inspection of the officers named shall constitute a separate offense. (Ord. No. 66, Sec. 4.)

4.24.05 Unlawful operations It shall be unlawful for any person, firm or corporation to locate, own, run or operate junkyard or automobile graveyard, as defined herein within the city limits of Clarksville, Arkansas. This section of this ordinance shall not apply to any such business existing as of April 14, 1980. (Ord. No. 86, Sec. 1.)

4.24.06 Penalty Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in any sum not less than Fifty Dollars (\$50.00), nor more than One Hundred Dollars (\$100.00) each day. Each day that such offense shall continue shall constitute a separate offense and shall be punishable as such. (Ord. No. 86, Sec. 2.)

4.24.07 Definitions As used in this ordinance:

Automobile graveyard shall mean any establishment or place of business which is maintained, used or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or inoperable motor vehicles or the parts of bodies from such motor vehicles.

Junk means old or scrap copper, brass, aluminum, tin, batteries, paper, trash, rubber, debris and waste or junked or wrecked automobiles or parts thereof or iron, steel of other old or scrap ferrous or non-ferrous materials.

Junk motor vehicle shall mean any vehicle which is inoperable, wrecked, scrapped, ruined or damaged so that it is unable to start or move under its own power. Vehicles are excluded from this definition as long as they are registered and bear current license permits.

Junkyard shall mean an establishment or place of business which is maintained, used or operated for storing, keeping, buying or selling junk, junk motor vehicles, or for the maintenance and operation of an automobile graveyard.

Public view shall mean that an object or objects may be readily seen and their character distinguished by normal unaided vision by observing it from a public thoroughfare or a vehicle on a public thoroughfare, or from private property within the immediate area. (Ord. No. 86, Sec. 3.)

CHAPTER 4.28

BUSINESS PERMITS

Sections:

4.28.01	Definitions
4.28.02	Permit required
4.28.03	Procurement of permit
4.28.04	Application
4.28.05	Non-transferable
4.28.06	Penalties
4.28.07	Display

4.28.01 Definitions The term “person” as used herein shall refer to any sole proprietorship, partnership, corporation, association, firm or other legal entity which engages in, carries on or follows any trade, business, vocation, profession or calling within the city of Clarksville, except such persons who are exempt from payment of occupation taxes and licensing procedures by the laws of the state of Arkansas or the laws of the United States. The terms shall not include self-employed minors eighteen (18) years of age or younger. (Ord. No. 98-375, Sec. 1.)

4.28.02 Permit required It shall be unlawful for any person, firm, individual or corporation, within the city limits of the city of Clarksville to engage in, carry on or follow any trade, business, vocation, profession or calling without first having obtained a permit required for the privilege of engaging in, carrying on or following such trade, business, profession, vocation or calling in said city. (Ord. No. 98-375, Sec. 2.)

4.28.03 Procurement of permit

- A. All permits provided for in this ordinance shall be issued in the office of the City Clerk in the Clarksville City Hall. The permits shall be issued for a term beginning as of January 1, 1999. The city of Clarksville will send notices to all known businesses within the city limits.
- B. Businesses shall be given a 60-day period beginning December 1 through January 31 annually to renew their business license at no charge.
- C. A new business shall have 60 days to make application for a business license at no charge. A business license form shall be completed and turned into the City Clerk's office before a building permit application shall be granted.
- D. Until a business license form is completed and turned into the City Clerk's office, the Clarksville Light and Water Company shall not provide utility service to said business location. Any change in the customer's billing information must be accompanied by a change in the business license from the City Clerk's office.
- E. Any information which changes during the course of the year shall be updated by filing an amendment to the business license from at the City Clerk's office. (Ord. No. 98-375, Sec. 3.)

4.28.04 Application Application for a business license permit under this ordinance shall be made to the city of Clarksville in writing, upon forms to be furnished by the city. Each application shall include, but not be limited to, the following information:

- A. Name of the business and physical address of the business
- B. Mailing address (if different from the physical address)
- C. Business telephone number
- D. Name of business owner
- E. Business owner's home telephone number
- F. Secondary contact person(s)
- G. Secondary contract person(s)' home telephone number(s)
- H. Owner of the building the business is located (if different from the business owner)

- I. Franchise business and franchise business and franchisee
- J. Type of business
- K. Hazardous materials
- L. Proof of Arkansas sales tax permit (if applicable)
- M. If home business, how many rooms are being utilized for this business
- N. Any other information requested by the city of Clarksville

The City Clerk shall maintain an alphabetical list of merchants in the city of Clarksville and other information obtained through the business license. (Ord. No. 98-375, Sec. 4.)

4.28.05 Non-transferable No permit issued under the guidance of this ordinance shall be transferred from one business to another. In the event of a business “change of location,” a new application for a business license shall be obtained from the City Clerk of the city of Clarksville, noting the change in address. (Ord. No. 98-375, Sec. 5.)

4.28.06 Penalties

- A. All businesses will be given an annual sixty (60) day period to renew their business license agreement with the City Clerk’s office at the Clarksville City Hall. Failure to register for a business license by the deadline date of January 31, shall be subject to a Twenty-Five Dollar (\$25.00) penalty made payable to the city of Clarksville.
- B. All new businesses will be given an annual sixty (60) day period in which to submit information provided under this ordinance to the City Clerk’s office at the Clarksville City Hall. Failure to register for a business license by the conclusion of the 60 day notice shall be subject to a Twenty-Five Dollar (\$25.00) penalty made payable to the city of Clarksville.
- C. Thirty (30) days shall be given to the business owner to pay the late fee penalty. If after thirty (30) days, no payment is received by the city of Clarksville, the owner of the business shall be deemed guilty of a misdemeanor and upon conviction in Clarksville District Court, shall be fined in an amount not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00), and each day of violation shall constitute a separate offense.
- D. Any person violating the provisions of this ordinance and/or any person who makes a false affidavit or statement or report to the city as a part of the procedures recognized by this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00), and each day of violation shall constitute a separate offense. (Ord. No. 98-375, Sec. 6.)

4.28.07 Display Each business permit shall be posted in a conspicuous place where such business or corporation is carried on and the holder of such permit shall immediately show the same to any officer of the city upon being requested to do so. The city shall provide a placard to each business submitting an application for a business license in the city of Clarksville. The city of Clarksville shall offer renewal stamps available annually.

Businesses which fail to post the business license placard in a conspicuous place shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount of not less than Twenty-Five Dollars (\$25.00), nor more than Five Hundred Dollars (\$500.00) , and each day of violation shall constitute a separate offense. (Ord. No. 98-375, Sec. 7.)

CHAPTER 4.32

WIRELESS COMMUNICATION FACILITIES

Sections:

- 4.32.01 Definitions
- 4.32.02 Special use permit application
- 4.32.03 Required information
- 4.32.04 Limitations
- 4.32.05 Conditions
- 4.32.06 Additional requirements
- 4.32.07 Removal of abandoned Wireless Communication Facilities
- 4.32.08 Non-conforming Wireless Communications Facilities
- 4.32.09 Revocation of special Use Permit
- 4.32.10 Penalty
- 4.32.11 Starting time

4.32.01 Definition

Wireless Communication Facility A wireless communication facility is defined as any unstaffed facility for the transmission and/or reception of wireless telecommunication services, usually consisting of an Antenna Array, connection cables, an Equipment Facility, and a Support Structure, also known as an antennae or tower, to achieve the necessary elevation. (Ord. No. 2000-409, Sec. 1.)

4.32.02 Special use permit application The application for a special use permit shall be made to the office of the Mayor by the owner or agent of the proposed Wireless Communication Facility. The application shall include four (4) copies of the required site plan. The fee for processing a special use application is Five Hundred Dollars (\$500.00).

The required survey and site plan shall be submitted on paper no larger than twenty-four (24) inches by thirty-six (36) inches and no smaller than twelve (12) inches by twenty-four (24) inches. The site plan shall be drawn to scale of no less than one (1) inch equal twenty (20) feet unless the City Council approves a different scale. The survey and site plan shall, at a minimum, contain the following information.

- A. The land to be included in the proposed land use along with a written legal description of the land.
- B. The location and dimensions of all public right-of-way on or abutting the planned area.
- C. Location of all points of vehicular entrance and exit to the site. The location and dimensions of all existing casements and public improvements within the site.
- D. The location of permanent or temporary structures or proposed structures to be located on the site.
- E. Location of all security fencing around the site.
(Ord. No. 2000-409, Sec. 2.)

4.30.03 Required information The complete application, including all supportive information, must be received by the Mayor at least thirty (30) working days before the date that work is to commence. The special use application shall contain the following information:

- A. The survey and site plan of the property prepared by a certified land surveyor or registered civil engineer.
- B. The street address or addresses of the entire property.
- C. The present zoning classification of the property, using such words as “residential,” “industrial,” and “commercial” along with the numeral and letters in lieu of letters such as “R-2 MF.”

- D. A description of the proposed special use, including the description of any construction of temporary structures to be erected on the property. This description shall include a scaled site plan containing a scaled elevation view and other supporting drawings, calculations and other documentation showing the location and dimensions of the wireless communication facility and all improvements associated therewith, including information concerning specifications, antenna locations, equipment facility and shelters, landscaping the screening, topography, adjacent uses and existing vegetation. Applicants proposing to collocate on an existing Wireless Communication Facility shall include a Radio Frequency Intermodulation Study with their application.
- E. A copy of the appropriate FCC license or license application.
- F. The projected route of truck traffic to and from the operation site including the projected number of trips. The number of trips and route may be regulated by the City Council.
- G. The name of the subcontractor responsible for site preparation (a separate special use permit is required).
- H. A drawing or other rendering depicting the Wireless Communication Facility. Said drawing should indicate any artificial illumination or signage, logo, decal, symbol or any other message of a commercial or non-commercial nature.
- I. A drawing and description of the height of the Wireless Communications Facility as well as its width at the base and a detailed description of the length and type of guide wires or other item used to stabilize the Wireless Communication Facility.
- J. A description and drawing of opaque security fence not less than six (6) feet in height.
- K. The pertinent and relevant Federal Aviation Regulations and proof that the Wireless Communication Facility complies.
- L. A statement agreeing to allow collocation of other Wireless Communications Facility users. The statement shall include the applicant's policy regarding collocation of other providers and the methodology to be used by the applicant in determining reasonable rates to be charged other providers. The collocation agreement shall be considered a condition of issuance of a special use permit.

- M. In addition to the above information, the applicant shall submit supportive information that shall be deemed necessary by the City Council. If additional information is requested, an additional seven (7) working days shall be required for the processing of the application. (Ord. No. 2000-409, Sec. 3.)

4.32.04 Limitations The City Council may impose reasonable conditions and restrictions upon the application under consideration with the intent of minimizing the impact of the special use permit operation upon nearby property or public property. The limitations placed upon a special use permit may include, but are not limited to:

- A. limitations on height
- B. limitations on width at base
- C. landscaping and screening
- D. collocation with other wireless communication providers
- E. use of pre-existing structures
- F. method of controlling traffic (flagman or traffic control device may be required at contractor's expense)
- G. weight limits may be placed on all haulers to minimize damage to public facilities (reasonable weight limits to be determined by the Mayor or his designated agent)
- H. the number of hours that site preparation work can be conducted on the premises may be regulated by the City Council to minimize harmful effects on nearby property owners. (Ord. No. 2000-409, Sec. 4.)

4.32.05 Conditions The applicant must be in compliance with the FAA regulations and must also meet the following conditions:

- A. All Wireless Communication Facilities shall be engineered, designed and constructed to be capable of sharing the facility with other providers, to collocate with other existing wireless communication facilities and to accommodate the future collocation of other Wireless Communication Facilities. Applicants proposing a new Wireless Communication Facility shall demonstrate that it has made a reasonable good faith attempt to find a collocation site. Competitive conflict and financial burden are not deemed to be adequate reasons against collocation.
- B. All Wireless Communication Facilities with support structure up to a height of 150 feet shall be engineered and constructed to accommodate at least the three (3) antenna array. All Wireless Communication Facilities with support structure that exceed 150 feet in height shall be engineered and constructed to accommodate at least four (4) antenna array. (Ord. No. 2000-409, Sec. 5.)

4.32.06 Additional requirements All reasonable conditions required for a special use must be met before any operations may begin. The owner or applicant filing for a special use permit shall sign a binding agreement with the city of Clarksville that all damages to public property related to this operation, for which the owner or applicant is legally responsible, shall be repaired at the expense of the applicant. The Mayor shall determine the condition of public facilities (including photos and documentation) prior to the initiation of the operation. A bond, for a reasonable amount, shall be required for the amount determined by the City Council. Immediately after completion of the Wireless Communication Facility, repairs will commence on the damage that has been done to the public property. Failure of the applicant to correctly repair all damaged public facilities, for which it has been determined responsible, may result in the revocation of all existing or future permits for said company and the City Attorney is authorized to take what means are necessary to insure that the public facilities are repaired. (Ord. No. 2000-409, Sec. 6.)

4.32.07 Removal of abandoned Wireless Communication Facilities Any Wireless Communication Facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the Wireless Communication Facility owner shall remove the Wireless Communication Facility within ninety (90) days after notice from the city to remove the Wireless Communication Facility. If the abandoned Wireless Communication Facility is not removed within 90 days, the city may remove it and recover its costs from the Wireless Communication Facility owner. If there are two or more users of a single Wireless Communication Facility, these provisions shall not become effective until all providers cease to use the Wireless Communication Facility. If the owner of an abandoned Wireless Communication Facility cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the Wireless Communication Facility is located. (Ord. No. 2000-409, Sec. 7.)

4.32.08 Non-conforming Wireless Communication Facilities Wireless Communication Facilities constructed and in existence on the date of the adoption of this ordinance which do not comply with the requirements of this ordinance (non-conforming Wireless Communications Facility) are subject to the following conditions:

- A. Expansion Non-conforming Wireless Communication Facilities may continue in use for the purpose now use, but may not be expanded without complying with this ordinance except as further provided in this section.
- B. Additions Non-conforming Wireless Communications Facilities may add additional antennas (belonging to the same provider or other providers) subject to a separate special permit application.

- C. Repairs or reconstruction Non-conforming Wireless Communications Facilities which become damaged due to any reason or cause, may be repaired and restored to its former use, location, and physical dimensions subject to the provisions of this ordinance. Provided, however, that if the damage of the Wireless Communication Facility exceeds fifty percent (50%) of the replacement cost, said Wireless Communication Facility may only be reconstructed or repaired in compliance with this ordinance.
- D. Any Wireless Communication Facility not in use for six (6) months shall be deemed abandoned. All rights as a non-conforming use shall cease at this point. (Ord. No. 2000-409, Sec. 8.)

4.32.09 Revocation of Special Use Permit Any Special Permit issued pursuant to this ordinance may be revoked after a hearing as provided hereinafter. If the Mayor and the City Council find that any permit holder has violated any provision of this ordinance, or has failed to make good faith reasonable efforts to provide or seek collocation, the Mayor and City Council may revoke the Special Use Permit upon such terms and conditions, if any, that the Mayor and the City Council may determine. Prior to initiation of revocation proceedings, the City shall notify the permit holder, in writing, of the specific areas of non-compliance and specify the date by which such deficiencies must be corrected. The time for correction of deficiencies shall not exceed sixty (60) days. The permit holder shall provide the City with evidence that the required corrective action has been taken. Should the permit holder fail to correct any deficiencies in the time required, the Mayor and the City Council shall convene a public hearing to consider revocation of the Special Use Permit. The hearing shall be conducted pursuant to notice by publication in a newspaper with general circulation in the City not less than ten (10) days prior to the hearing and by written notice to the special permit holder. Other interested person may comment. The Mayor and City Council may impose reasonable restrictions with respect to time and procedure. (Ord. No. 2000-409, Sec. 9.)

4.32.10 Penalty The fine or penalty for violating any provisions of this ordinance shall, upon conviction in the District Court, not exceed One Thousand Dollars (\$1,000.00) for any other specified offense or violation; further, that if a thing prohibited or rendered unlawful is, in its nature, continuous in respect to time, the fine or penalty for allowing the continuance thereof in violation of this ordinance shall not exceed One Thousand Dollars (\$1,000.00) for each day that it may be unlawfully continued. (Ord. No. 2000-409, Sec. 10.)

4.32.11 Starting time The Wireless Communication Tower construction must begin within six (6) months of the authorization unless a special time limits (less than six (6) months) has been imposed by the Mayor or his designated agent. (Ord. No. 2000-409, Sec. 11.)