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3
4 **ORDINANCE NO. 18782**

5
6 AN ORDINANCE introduced by Norton N. Bonaparte, Jr., City Manager repealing
7 City of Topeka Code Appendix B, Article XI, and amending City
8 of Topeka Appendix B, Article VIII relating to ambulance
9 services within the City of Topeka, Kansas, providing a non-
10 exclusive franchise to Medevac MidAmerica, Inc. doing
11 business as American Medical Response to operate an
12 ambulance service within the City of Topeka, Kansas, and
13 specifically repealing City of Topeka Code Appendix B, Articles
14 VIII and XI.
15

16 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

17
18 Section 1. City of Topeka Code Appendix B, Article VIII is hereby repealed.

19 **~~MEDEVAC MEDAMERICA, INC.*~~**

20 **~~Section 1. Authority.~~**

21 ~~This ordinance is passed and approved by the Council of the City of Topeka,~~
22 ~~Kansas, and enacted pursuant to K.S.A. 12-2001, the authority founded and~~
23 ~~provided in Ordinance No. 14919, duly enacted on the 1st day of February, 1982, by~~
24 ~~the City of Topeka, Kansas. Ordinance No. 14919 referred to in this ordinance is~~
25 ~~hereby incorporated into this section by reference as if fully set out therein.~~

26 ~~(Ord. No. 16639, § 1, 9-28-93)~~

27 **~~Section 2. Satisfactory qualifications.~~**

28 ~~The Council of the City of Topeka, Kansas, has considered the legal,~~
29 ~~character, financial, and other qualifications of the applicant and has found Medevac~~
30 ~~Midamerica, Inc., to be qualified in all respects to own, maintain, and operate an~~
31 ~~ambulance service in the City of Topeka, Kansas.~~

32 ~~(Ord. No. 16639, § 2, 9-28-93)~~

33 **Section 3. Franchise grant.**

34 Pursuant to the provisions of Ordinance No. 14919 a nonexclusive Franchise
35 is granted to Medevac Midamerica, Inc., the Grantee, to own, maintain, and operate
36 an ambulance service within the City of Topeka, Kansas. Said nonexclusive
37 Franchise is granted through and including December 31, 1998, and shall vest all
38 rights, privileges, and immunities of an ambulance service Franchise with Medevac
39 Midamerica, Inc., however, said nonexclusive Franchise shall be subject to and
40 conditioned upon all of the terms, duties and obligations found in the laws of the
41 State of Kansas, Ordinance No. 14919, and this ordinance.

42 (~~Ord. No. 16639, § 3, 9-28-93~~)

43 **Section 4. Rates of charges.**

44 The Council of the City of Topeka shall at no time take any action regarding
45 rates and charges which shall preclude the Grantee from earning a reasonable rate
46 of return upon the value of the property used and useful in providing such service.

47 (~~Ord. No. 16639, § 4, 9-28-93~~)

48 **Section 5. Payments to the City.**

49 Adequate and valuable consideration for the rights, privileges, and immunities
50 granted Medevac Midamerica, Inc., shall consist of the benefits to be derived by the
51 citizens of the City of Topeka from the maintenance and operation of an ambulance
52 service under the terms and conditions of this franchise and the following amounts
53 which shall be paid by the Grantee to the City of Topeka:

54 a. ~~On the effective date of this ordinance, Medevac Midamerica, Inc., shall~~
55 ~~pay to the City of Topeka, Kansas, the license fee prescribed by Section 24-~~
56 ~~34(2) [30-34(2)].~~

57 b. ~~On the first working day recognized by the City of Topeka, Kansas, after~~
58 ~~January 1 of each year within the term of this franchise agreement and while~~
59 ~~the Grantee is operating an ambulance service pursuant to such franchise,~~
60 ~~Medevac Midamerica, Inc., shall pay to the City of Topeka, Kansas, the~~
61 ~~annual registration fee for each vehicle operation in the City as set forth in~~
62 ~~Section 24-34(3) [30-34(3)] as presently provided or hereafter amended.~~

63 c. ~~All payments made hereunder shall be made to the City Treasurer.~~

64 (~~Ord. No. 16639, § 5, 9-28-93~~)

65 **~~Section 6. Insurance.~~**

66 ~~Medevac Midamerica, Inc., shall upon the effective date of this ordinance file with~~
67 ~~the City Clerk an insurance policy as required by Section 3, paragraph 32 of Ordinance No.~~
68 ~~14919 and the same shall be approved as to form by the City Attorney's Office. during the~~
69 ~~term of this franchise and during such time as the Medevac Midamerica, Inc., is providing~~
70 ~~service pursuant to this franchise, Medevac Midamerica, Inc., shall have filed with the City~~
71 ~~Clerk an insurance policy as required by Section 3, paragraph 32 of Ordinance 14919.~~

72 (~~Ord. No. 16639, § 6, 9-28-93~~)

73

74 **Section 7. Written acceptance.**

75 Medevac Midamerica, Inc., shall file with the City Clerk its written acceptance of the
76 provisions of the Franchise within sixty (60) days after the effective date of this franchise as
77 determined by K.S.A. 12-2001.

78 (~~Ord. No. 16639, § 7, 9-28-93~~)

79 **Section 8. Remedies of City.**

80 Nothing herein shall limit or preclude the City from seeking remedies at law or equity
81 in a court of competent jurisdiction for any violation by the Grantee of the laws of the State
82 of Kansas or any ordinance of the City of Topeka.

83 (~~Ord. No. 16639, § 8, 9-28-93~~)

84 **Section 9. Forfeiture.**

85 Any material and substantial fraud, misrepresentation or default of the terms, duties
86 an [and] obligations imposed upon the Grantee by the laws of the State of Kansas,
87 Ordinance No. 14919, or by ordinance shall constitute grounds for forfeiture of this
88 nonexclusive franchise. The City shall notify the Grantee in writing of any allegation of a
89 material and substantial default, fraud, or misrepresentation and shall hold a public hearing
90 on the merits of such allegations. Said public hearing shall be held within thirty (30) days
91 after the notification to the Grantee and shall be adjudicative in character but shall not bar
92 the rights of any parties to pursue judicial review. Within ten (10) days following the
93 conclusion of such hearing, the Council shall act with respect to such forfeiture and shall
94 submit a written statement to the Grantee. The franchise shall not be forfeited unless the
95 Council finds that there has been a material and substantial default, fraud, or

96 ~~misrepresentation of the part of the Grantee so as to justify a forfeiture. In the event the~~
97 ~~franchise is forfeited, the Grantee shall, within one hundred eighty (180) days of its receipt~~
98 ~~of the Notice of Forfeiture, cease operation of an ambulance service hereunder.~~

99 ~~(Ord. No. 16639, § 9, 9-28-93)~~

100 **~~Section 10. Surrender.~~**

101 ~~If, during the term of this franchise, the Grantee does not earn a fair rate of return~~
102 ~~upon the value of property used and useful in providing such ambulance service for a~~
103 ~~period of 6 months; and it is determined by the Grantee that it would not be practical,~~
104 ~~possible or in the public interest to cure the deficiency by an increase in rates and/or a~~
105 ~~reduction in service; and the Grantee has complied with all applicable County procedures~~
106 ~~including the giving of notice of surrender to the City; then the Grantee upon one hundred~~
107 ~~eighty (180) days written notice to the City Clerk may elect to surrender its franchise and~~
108 ~~cease operations of the ambulance service hereunder.~~

109 ~~(Ord. No. 16639, § 10, 9-28-93)~~

110 **~~Section 11. Transfer.~~**

111 ~~All the rights and obligations of the Grantee, pursuant to this franchise, may with~~
112 ~~proper approval of the Council, be transferred to a person meeting the requirements for an~~
113 ~~ambulance service grantee, as determined by the laws and regulations of the State and the~~
114 ~~City at the time of the contemplated transfer. Any such transferee shall, without limitation,~~
115 ~~assume all the duties and obligations of Medevac Midamerica, Inc., and Medevac~~
116 ~~Midamerica, Inc., shall be released of all future rights, duties, and obligations arising form~~
117 ~~[from] this franchisee [franchise].~~

118 (~~Ord. No. 16639, § 11, 9-28-93~~)

119 ~~**Section 12. Hold harmless.**~~

120 ~~The Grantee shall hold the City harmless for all liability, damages, costs and~~
121 ~~expenses of every kind for the payment of which the City may become liability to any~~
122 ~~person by reason of the rights and privileges herein granted and, if any action either at law~~
123 ~~or in equity, be brought against the City for damages or for any cost to the City for any fault~~
124 ~~of the Grantee, its servants, agents, or employees, in the operation of its ambulance~~
125 ~~service, the Grantee shall pay all costs, damages and expenses for which the City may be~~
126 ~~held liable.~~

127 (~~Ord. No. 16639, § 12, 9-28-93~~)

128 ~~**Section 13. Effective date.**~~

129 ~~This franchise ordinance shall take effect and be in force from and after its passage,~~
130 ~~approval and publication in the official City newspaper in the manner prescribed by law, and~~
131 ~~shall be binding upon the franchisee upon the filing of its written acceptance as required by~~
132 ~~Section 7.~~

133 (~~Ord. No. 16639, § 13, 9-28-93~~)

134

135 Section 2. City of Topeka Code Appendix B, Article XI is hereby amended to read
136 as follows:

137 **American Medical Response, Inc.**

138

139 ~~**Section 1. Authority.**~~

140 This ordinance is passed and approved by the Council of the City of Topeka,
141 Kansas, and enacted pursuant to K.S.A. 12-2001 and the authority found and provided for
142 in Topeka City Code § 62-26 through § 62-69 inclusive.

143 (~~Ord. No. 17314, § 1, 10-27-98; Ord. No. 17767, § 1, 11-20-01~~)

144 **~~Section 2. Satisfactory qualifications.~~**

145 The Council of the City of Topeka, Kansas, has considered the legal, character,
146 financial, and other qualifications of the applicant and has found American Medical
147 Response, Inc. f/k/a Medevac MidAmerica, Inc., to be qualified in all respects to own,
148 maintain, and operate an ambulance service in the City of Topeka, Kansas.

149 (~~Ord. No. 17314, § 2, 10-27-98; Ord. No. 17767, § 2, 11-20-01~~)

150 **~~Section 3. Service.~~**

151 The maintenance and operation of an ambulance service by American Medical
152 Response in the City of Topeka, Kansas shall be in accordance with these terms and
153 conditions and performance standards set forth in the current ambulance service contract
154 entered into by American Medical Response and the Board of County Commissioners of
155 Shawnee County, Kansas. Said contract is identified as Shawnee County Contract C1-2001.
156 In addition, American Medical Response agrees to provide to the Chief Administrative
157 Officer of the City of Topeka copies of documents which are required to be filed pursuant to
158 Shawnee County Contract C1-2001.

159 (~~Ord. No. 17314, § 3, 10-27-98; Ord. No. 17767, § 3, 11-20-01~~)

160 **~~Section 4. Franchise grant.~~**

161 Pursuant to the provisions of Topeka City Code § 62-41, a nonexclusive franchise is
162 granted to American Medical Response, Inc., hereinafter referred to as the Grantee, to
163 own, maintain, and operate an ambulance service within the City of Topeka, Kansas. Said
164 nonexclusive franchise is granted through and including December 31, 2006, and shall vest
165 all rights, privileges, and immunities of an ambulance service franchise with grantee,
166 however, said nonexclusive franchise shall be subject to and conditioned upon all of the
167 terms, duties and obligations found in the laws of the State of Kansas, Topeka City Code §
168 62-26 through § 62-69, and this ordinance.

169 (~~Ord. No. 17314, § 4, 10-27-98; Ord. No. 17767, § 4, 11-20-01~~)

170 **Section 5. Payments to the city.**

171 Consideration for the rights, privileges, and immunities granted to grantee includes
172 the benefits to be derived by the citizens of the City of Topeka from the maintenance and
173 operation of an ambulance service under the terms and conditions of this franchise. The
174 following licensing fees shall be paid by the grantee to the City of Topeka:

175 a. On the effective date of this ordinance, the ambulance service license fees
176 prescribed by Topeka City Code § 30-54(2).

177 b. On the first working day recognized by the City of Topeka, Kansas, after
178 January 1 of each year within the term of this franchise agreement and while
179 the grantee is operating an ambulance service pursuant to such franchise,
180 the annual registration fee for each vehicle in operation in the city as set forth
181 in Topeka City Code § 30-54(3) as presently provided or hereafter amended.

182 All fee payments made hereunder shall be made to the city treasurer.

183 (~~Ord. No. 17314, § 5, 10-27-98; Ord. No. 17767, § 5, 11-20-01~~)

184 **~~Section 6. Insurance.~~**

185 ~~Grantee shall upon the effective date of this ordinance file with the city clerk an~~
186 ~~insurance policy as required by Topeka City Code § 62-51 and the same shall be approved~~
187 ~~as to form by the City attorney's office. During the term of this franchise and the time~~
188 ~~grantee is providing service grantee shall maintain paid insurance coverage.~~

189 (~~Ord. No. 17314, § 6, 10-27-98; Ord. No. 17767, § 6, 11-20-01~~)

190 **~~Section 7. Written acceptance.~~**

191 ~~Grantee shall file with the city clerk its written acceptance of the provisions of the~~
192 ~~franchise within 60 days after the effective date of this franchise as determined by K.S.A.~~
193 ~~12-2001.~~

194 (~~Ord. No. 17314, § 7, 10-27-98; Ord. No. 17767, § 7, 11-20-01~~)

195 **~~Section 8. Remedies of city.~~**

196 ~~Nothing herein shall limit or preclude the city from seeking remedies at law or equity~~
197 ~~in a court of competent jurisdiction for any violation by the grantee of the laws of the State~~
198 ~~of Kansas or any ordinance of the City of Topeka.~~

199 (~~Ord. No. 17314, § 8, 10-27-98; Ord. No. 17767, § 8, 11-20-01~~)

200 **~~Section 9. Forfeiture.~~**

201 ~~Any material and substantial fraud, misrepresentation or default of the terms, duties~~
202 ~~and obligations imposed upon the grantee by the laws of the State of Kansas, Topeka City~~
203 ~~Code § 62-26 through § 62-69 inclusive or by this ordinance shall constitute grounds for~~
204 ~~forfeiture of this nonexclusive franchise. The city shall notify the grantee in writing of any~~

205 ~~allegation of a material and substantial fraud, misrepresentation or default and shall hold a~~
206 ~~public hearing before the council of the City of Topeka on the merits of such allegations.~~
207 ~~Said public hearing shall be held within 30 days after the notification to the grantee and~~
208 ~~shall be adjudicative in character but shall not bar the rights of any parties to pursue judicial~~
209 ~~review. Within ten days following the conclusion of such hearing, the city council shall act~~
210 ~~with respect to such forfeiture and shall submit a written statement to the grantee. The~~
211 ~~franchise shall not be forfeited unless the city council finds that there has been a material~~
212 ~~and substantial fraud, misrepresentation or default on the part of the grantee so as to justify~~
213 ~~a forfeiture. In such case a notice of forfeiture shall be provided to the grantee. In the event~~
214 ~~the franchise is forfeited, the grantee shall, within 180 days of its receipt of notice of~~
215 ~~forfeiture, cease operation of an ambulance service hereunder.~~

216 ~~(Ord. No. 17314, § 9, 10-27-98; Ord. No. 17767, § 9, 11-20-01)~~

217 **~~Section 10. Surrender.~~**

218 ~~If, during the term of this franchise, the grantee does not earn a fair rate of return~~
219 ~~upon the value of property used and useful in providing such ambulance service for a~~
220 ~~period of six months; and it is determined by the grantee that it would not be practical,~~
221 ~~possible or in the public interest to cure the deficiency by an increase in rates and/or a~~
222 ~~reduction in service; and the grantee has complied with all applicable procedures as~~
223 ~~prescribed by the Board of County Commissioners of Shawnee County, Kansas including~~
224 ~~the giving of notice of surrender to the city; then the grantee upon 180 days written notice~~
225 ~~to the city clerk may elect to surrender its franchise and cease operation of the ambulance~~
226 ~~service hereunder. Fair rate of return means receipt of revenues for patient charges and~~

227 ~~public funds, if any, to include the sum of operating costs, depreciation reserves, growth~~
228 ~~and development costs and management fees.~~

229 ~~(Ord. No. 17314, § 10, 10-27-98; Ord. No. 17767, § 10, 11-20-01)~~

230 **~~Section 11. Transfer.~~**

231 ~~All the rights and obligations of the grantee, pursuant to this franchise, may with~~
232 ~~written approval of the city council, be transferred to a person meeting the requirements for~~
233 ~~an ambulance service grantee, as determined by the laws and regulations of the state and~~
234 ~~the city at the time of the contemplated transfer. Any such transferee shall, without~~
235 ~~limitation, assume all the duties and obligations of the grantee and grantee shall be~~
236 ~~released of all future rights, duties, and obligations arising from this franchisee.~~

237 ~~(Ord. No. 17314, § 11, 10-27-98; Ord. No. 17767, § 11, 11-20-01)~~

238 **~~Section 12. Hold harmless.~~**

239 ~~The grantee shall hold the city harmless for all liability, damages, costs and~~
240 ~~expenses of every kind for the payment of which the City may become liable to any person~~
241 ~~by reason of the rights and privileges herein granted and, if any action either at law or in~~
242 ~~equity, be brought against the city for damages or for any cost to the city for any fault of the~~
243 ~~grantee, its servants, agents, or employees, in the operation of its ambulance service, the~~
244 ~~grantee shall pay all costs, damages and expenses including costs of defense for which the~~
245 ~~city may be held liable.~~

246 ~~(Ord. No. 17314, § 12, 10-27-98; Ord. No. 17767, § 12, 11-20-01)~~

247

248 **Section 13. Effective date.**

249 ~~This franchise ordinance shall take effect and be in force from and after its passage,~~
250 ~~approval and publication in the official city newspaper in the manner prescribed by law, and~~
251 ~~shall be binding upon the grantee upon the filing of its written acceptance as required by~~
252 ~~section 7.~~

253 (Ord. No. 17314, § 13, 10-27-98; Ord. No. 17767, § 13, 11-20-01)

254 **Medevac MidAmerica, Inc. doing business as American Medical Response**

255 **Section 1. Authority.**

256 This Franchise Ordinance is passed and approved by the Council of the City of
257 Topeka, Kansas, and enacted pursuant to K.S.A. 12-2001 and the authority found and
258 provided for in Topeka City Code § 62-26 through § 62-69 inclusive.

259 **Section 2. Satisfactory qualifications.**

260 The Council of the City of Topeka, Kansas, has considered the legal, character,
261 financial, and other qualifications of the applicant and has found Medevac MidAmerica, Inc.,
262 doing business as American Medical Response, hereinafter "AMR," to be qualified in all
263 respects to own, maintain and operate an ambulance service in the City of Topeka, Kansas
264 hereinafter "City." The Council of the City of Topeka finds that public convenience will be
265 promoted and public necessity requires such ambulance service under the terms and
266 provisions of Topeka City Code Chapter 62.

267 **Section 3. Service.**

268 The maintenance and operation of an ambulance service by AMR in the City shall be
269 in accordance with these terms and conditions and performance standards set forth in the

270 current ambulance service contract entered into by AMR and the Board of County
271 Commissioners of Shawnee County, Kansas. Said contact is identified as Shawnee
272 County Contract C428-2005. In addition, AMR agrees to provide to the city manager of the
273 City copies of documents which are required to be filed pursuant to Shawnee County
274 Contract C248-2005.

275 **Section 4. Franchise grant.**

276 Pursuant to the provisions of Topeka City Code § 62-41, a nonexclusive franchise is
277 granted to AMR, to own, maintain, and operate an ambulance service within the City. Said
278 nonexclusive franchise is granted through and including December 31, 2011, and shall vest
279 all rights, privileges and immunities of an ambulance service franchise with AMR; however,
280 said nonexclusive franchise shall be subject to and conditioned upon all of the terms, duties
281 and obligations found in the laws of the State of Kansas, Topeka City Code § 62-26 through
282 § 62-69, and this Franchise Ordinance.

283 **Section 5. Payments to the City.**

284 Consideration for the rights, privileges, and immunities granted to AMR includes the
285 benefits to be derived by the citizens of the City of Topeka from the maintenance and
286 operation of an ambulance service under the terms and conditions of this Franchise
287 Ordinance. The following licensing fees shall be paid by AMR to the City of Topeka:

- 288 a. On the effective date of this Franchise Ordinance, the ambulance service
289 license fees prescribed by Topeka City Code § 30-54(2).
290 b. On the first working day recognized by the City, after January 1 of each year
291 within the term of this Franchise Ordinance and while AMR is operating an

292 ambulance service pursuant to such Franchise Ordinance, the annual
293 registration fee for each vehicle in operation in the City as set forth in Topeka
294 City Code § 30-54(3) as presently provided or hereafter amended.

295 All fee payments made hereunder shall be made to the city treasurer.

296 **Section 6. Insurance.**

297 AMR shall upon the effective date of this Franchise Ordinance file with the city clerk
298 an insurance policy as required by Topeka City Code § 62-51 and the same shall be
299 approved as to form by the city attorney's office. During the term of this Franchise
300 Ordinance and the time AMR is providing service AMR shall maintain paid insurance
301 coverage according to Topeka City Code § 62-51.

302 **Section 7. Written acceptance.**

303 AMR shall file with the city clerk its written acceptance of the provisions of the
304 Franchise Ordinance within sixty (60) days after the effective date of this Franchise
305 Ordinance as determined by K.S.A. 12-2001.

306 **Section 8. Remedies of City.**

307 Nothing herein shall limit or preclude the City from seeking remedies at law or equity
308 in a court of competent jurisdiction for any violation by AMR of the laws of the State of
309 Kansas or any ordinance of the City.

310 **Section 9. Forfeiture.**

311 Any material and substantial fraud, misrepresentation or default of the terms, duties
312 and obligations imposed upon AMR by the laws of the State of Kansas, Topeka City Code
313 § 62-26 through § 62-69 inclusive or by this Franchise Ordinance shall constitute grounds

314 for forfeiture of this nonexclusive Franchise Ordinance. The City shall notify AMR in writing
315 of any allegation of a material and substantial fraud, misrepresentation or default and shall
316 hold a public hearing before the Council of the City of Topeka on the merits of such
317 allegations. Said public hearing shall be held within thirty (30) days after the notification to
318 AMR and shall be adjudicative in character but shall not bar the rights of any parties to
319 pursue judicial review. Within ten (10) days following the conclusion of such hearing, the
320 Council of the City of Topeka shall act with respect to such forfeiture and shall submit a
321 written statement to AMR. This Franchise Ordinance shall not be forfeited unless the
322 Council of the City of Topeka finds that there has been a material and substantial fraud,
323 misrepresentation or default on the part of AMR so as to justify a forfeiture. In such case a
324 notice of forfeiture shall be provided to AMR. In the event this Franchise Ordinance is
325 forfeited, AMR shall, within one hundred eighty (180) days of its receipt of notice of
326 forfeiture, cease operation of an ambulance service hereunder.

327 **Section 10. Surrender.**

328 If, during the term of this Franchise Ordinance, AMR does not earn a fair rate of
329 return upon the value of property used and useful in providing such ambulance service for a
330 period of six (6) months; and it is determined by AMR that it would not be practical, possible
331 or in the public interest to cure the deficiency by an increase in rates and/or a reduction in
332 service; and AMR has complied with all applicable procedures as prescribed by the Board
333 of County Commissioners of Shawnee County, Kansas including the giving of notice of
334 surrender to the City; then AMR upon one hundred eighty (180) days written notice to the
335 city clerk may elect to surrender this Franchise Ordinance and cease operation of the

336 ambulance service hereunder. Fair rate of return means receipt of revenues for patient
337 charges and public funds, if any, to include the sum of operating costs, depreciation
338 reserves, growth and development costs and management fees.

339 **Section 11. Transfer.**

340 All the rights and obligations of AMR, pursuant to this Franchise Ordinance, may
341 with written approval of the Council of the City of Topeka, be transferred to a person
342 meeting the requirements for an ambulance service, as determined by the laws and
343 regulations of the State and the City at the time of the contemplated transfer. Any such
344 transferee shall, without limitation, assume all the duties and obligations of AMR and AMR
345 shall be released of all future rights, duties, and obligations arising from this Franchise
346 Ordinance.

347 **Section 12. Hold harmless.**

348 AMR shall hold the City harmless for all liability, damages, costs and expenses of
349 every kind for the payment of which the City may become liable to any person by reason of
350 the rights and privileges herein granted and, if any action either at law or in equity, be
351 brought against the City for damages or for any cost to the City for any fault of AMR, its
352 servants, agents, or employees, in the operation of its ambulance service, AMR shall pay
353 all costs, damages and expenses including costs of defense for which the City may be held
354 liable.

355 **Section 13. Effective date.**

356 This Franchise Ordinance shall take effect and be in force from and after its
357 passage, approval and publication in the official City newspaper in the manner prescribed

358 by law, and shall be binding upon AMR upon the filing of its written acceptance as required
359 by section 7.

360 Section 3. City of Topeka Code Appendix B, Articles VIII and XI are hereby
361 specifically repealed.

362 PASSED and APPROVED by the City Council December 19, 2006.

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365

William W. Bunten, Mayor

366
367 ATTEST:

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370 _____
Brenda Younger, Interim City Clerk