

CHAPTER 42

CABLE SERVICE AND COMPETITIVE VIDEO SERVICE

1. TITLE. This Chapter shall be known and may be cited as the Cable Service and Competitive Video Service Chapter.

2. DEFINITIONS

Affiliate means another Person who owns or controls, is owned or controlled by, or is under common ownership or control such Person.

Cable Operator means any Person or group of Persons (1) who provides Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System, or (2) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

Cable Service means (a) the one-way transmission to subscribers of (i) video programming, or (ii) 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 and as that term is defined in 47 U.S.C. Sec. 522(6) .

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 (i) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (ii) a facility that serves subscribers without using any Public Right-of-Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System, other than for purposes of 42 U.S.C. § 541 (c), to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with 42 U.S.C. § 573; (v) any facilities of any electric utility used solely for operating its electric utility system; (vi) any facilities of any electric utility used solely for operating its electric utility system; or (vii) the facilities of a Competitive Video Service Provider under this Chapter.

City Council means the elected City Council for the City of Decatur, Illinois.

Commission means the Illinois Commerce Commission.

Competitive Video Service means video programming provided by a Competitive Video Service Provider and provided through wireline facilities located at least in part in the public rights-of-way without regard to delivering technology, including internet protocol technology. This definition does not include video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

Competitive Video Service Agreement means the agreement executed by the Municipality and a Competitive Video Service Provider pursuant to this Chapter.

Competitive Video Service Provider means an entity providing video services that has not executed a Franchise Agreement with the Municipality as of the effective date of this Chapter and is not a Cable Operator, or an Affiliate, successor, or assignee of such Cable Operator.

Franchise means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546), 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 or operation of a Cable System.

Franchise Agreement means the agreement executed by the Franchising Authority and a Cable Operator pursuant to this Chapter.

Franchising Authority means the City of Decatur, Illinois.

Gross Revenues means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by the Provider from the provision of Service within the service area or Holder for the operation of a cable or video system to provide cable service or video service within the holder's cable service or video service area within the City.

1. Included Items: Subject to paragraph (2), the term "Gross Revenues" shall include the following:
 - a. All charges and fees paid by subscribers for the provision of Service, including fees attributable to Service when sold individually or as part of a package or bundle, in which case the portion of the revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the Operator, Provider or Holder can reasonably identify the division or exclusion of the revenue from its books and

records that are kept in the regular course of business, or functionally integrated, with services other than the Service;

- b. All revenue derived from the Provider's Service pursuant to compensation arrangements for advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales attributable to the local service area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Provider may make to advertisers) shall not be netted against advertising revenue included in Gross Revenues. The allocation of advertising and home shopping compensation shall be based on the number of subscribers in the Municipality divided by the total number of subscribers in relation to the relevant region or national compensation arrangement; and
- c. All revenue collected by the Provider, arising from or attributable to the provision of Service by the Provider within the Municipality including, but not limited to: fees charged Subscribers for any basic, optional, premium, per-channel or per-program service including, but not limited to pay-per-view and video on demand charges; franchise fees; installation and re-connection fees; converter rentals and other cable service or video service equipment and/or sales; late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments or administrative fees including, but not limited to service order and service termination charges; upgrade, downgrade or other change-in-service fees, including but not limited to activation, installation, and repair charges; pro rata advertising revenues; pro rata revenues from home shopping commissions; and any pro rata value (at retail price levels) of any non-monetary remuneration received by the Provider in consideration of the performance of advertising or any other service of the system, including fees attributable to Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than the Service.
- d. The service provider fee permitted by 220 ILCS 5/21-801(b).

2. For the purposes of this Chapter, the term "Gross Revenues" shall not include the following:

- a. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt; subject to 220 ILCS 5/21-801(c)(1)(vi).

- b. Refunds, rebates, credits or discounts to subscribers or the Municipality to the extent not already offset by clause (a.) and to the extent such refund, rebate, credit, or discount is attributable to the Service;
- c. Any revenues received by the Provider or its Affiliates from the provision of services or capabilities other than the Service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionally integrated, with the Service;
- d. Any revenues received by the Provider or its Affiliates for the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing;
- e. Any requirements or charges for managing the public rights-of-way with respect to a Franchise or Competitive Video Service Agreement under this Chapter, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages;
- f. Any amounts attributable to the provision of Service to customers at no charge, including the provision of such Service to the public institutions without charge;
- g. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes and utility user taxes;
- h. Any forgone revenue from the provision of Service at no charge to any Person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in Gross Revenue;
- i. Sales of capital assets or surplus equipment;
- j. Reimbursement by programmers of marketing costs actually incurred by the Provider operator for the introduction of new programming; and
- k. The sale of Services for resale to the extent the purchaser is required to collect the service provider fee from the purchaser's

subscribers to the extent the purchaser certifies in writing that it will resell the service within the City and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.

3. In the case of Service that may be bundled or integrated functionally with other services, capabilities, or applications of the Provider, the portion of the Provider's revenues that shall be included in Gross Revenues shall be that amount attributable to the Service as reflected on the books and records of Provider kept in the regular course of business in accordance with generally accepted accounting principles and Federal Communications Commission or Illinois Commerce Commission rules, regulations, standards, and orders, as applicable.
4. Revenue of an Affiliate shall be included in the calculation of Gross Revenues to the extent the treatment of such revenue as revenue of the affiliate has the effect (whether intentional or unintentional) of evading the payment of fees herein and permitted by 220 ILCS 5/21-801(b) or which would otherwise be paid for Service.

Holder means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

Municipality means the City of Decatur, Illinois.

PEG means public, education and governmental.

PEG Access Support Fee means the amount paid under this Chapter and 220 ILCS 5/21-801(d) by the holder to the City or by a Provider to the City for the service areas within its territorial jurisdiction.

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

Provider means either a Cable Operator or a Competitive Video Service Provider.

Public Right-of-Way means any municipal street, alley, water or public right-of-way dedicated or commonly used for utility purposes, including utility easements wherein the City has acquired the right and authority to locate or permit the location of utilities consistent with a Provider's facilities. "Public Right-of-Way" shall not include any real or personal City property that is not specifically described in the previous sentence, and shall not include City buildings, or other structures or improvements, regardless of whether they are situated in the public right-of-way.

Service means either a Cable Service or Competitive Video Service or the provision of cable service or video service to subscribers and the interaction of subscribers with the

person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

Service provider fee means the amount paid under this Chapter and 220 ILCS 5/21-801 by the holder to the City for the service areas within its territorial jurisdiction.

Video service means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. §332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

3. GRANT OF AUTHORITY

A. In accordance with Chapter 37 of the Municipal Code and upon executing a Franchise Agreement, a Cable Operator is authorized to occupy or use the Public Right-of-Ways within the geographical boundaries of the Municipality to construct, operate, maintain, repair, and upgrade existing facilities and install new facilities for the purpose of providing Cable Service for the citizens of the Municipality. The Cable Operator may enter private property only as permitted by the owner of such private property for the purpose of constructing, operating, maintaining, repairing, and upgrading facilities.

B. In accordance with Chapter 37 of the Municipal Code and upon executing a Competitive Video Service Agreement, a Competitive Video Service Provider is authorized to occupy or use the Public Right-of-Ways within the geographical boundaries of the Municipality to construct, operate, maintain, repair, and upgrade existing facilities and install new facilities for the purpose of providing Competitive Video Service within the geographical boundaries of the Municipality. Additionally, the Competitive Video Service Provider may enter private property only as permitted by the owner of such private property for the purpose of constructing, operating, maintaining, repairing, and upgrading facilities.

C. A Provider must comply with state and federal law and agree in its respective Franchise Agreement or Competitive Video Service Agreement to comply with any applicable requirements set forth in Chapter 37 of the Municipal Code. To the extent the provisions of this Chapter 42 conflict with any of the other provisions of Chapter 37, the provisions of this Chapter 42 shall control.

4. LEVEL PLAYING FIELD. Any incumbent Cable Operator providing Cable Service in the Municipality on the effective date of this Ordinance may immediately opt out of its existing Franchise Agreement with the Municipality and enter into a Franchise Agreement under Section 3 A.

5. FEES FOR OPERATION OF CABLE SERVICE AND COMPETITIVE VIDEO SERVICE.

A. As compensation for rights granted under this Chapter, Cable Operators shall pay to the Municipality a franchise fee of five percent (5%) of the Cable Operator's Gross Revenues.

B. As compensation for rights granted under this Chapter, Competitive Video Service Providers shall pay to the Municipality a fee of five percent (5%) of the Competitive Video Service Provider's Gross Revenues.

C. The Municipality shall have the right to audit and to re-compute any amounts determined to be payable in satisfaction of the fees set forth in this Section. Any additional amount due the Municipality as a result of the audit shall be paid by Provider within thirty (30) days after the Provider receives a written notice from the Municipality. The notice which the Municipality sends to Provider shall include a copy of the audit report. Provider shall pay the

cost of the audit if the Municipality determines that the annual payment to the Municipality for the preceding year is thereby increased by more than five percent (5%).

D. In the event that payment of any fee set forth in this Section, which has been recomputed pursuant to Subsection (D) above is not made on or before the expiration of thirty (30) days following written notice by the Municipality, Provider shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred (200) basis point of interest compounded daily from the due date for payment of the recomputed amount. The prevailing prime rate shall be the prime rate of the First National Bank of Decatur, Illinois.

E. Any fee payable by a Provider shall be reduced dollar for dollar by any municipal telecommunications, messages or similar taxes levied by the Municipality on the Provider or its customers with respect to the Services and paid by or through the Provider to the Municipality.

6. RIGHT OF WAY PROVISIONS. Cable Operators operating Cable Systems and Competitive Video Service Providers providing Competitive Video Service in the Municipality shall abide by any applicable Right-of-Way provisions set forth in Chapters 37 and 39 of the Municipal Code, including this Chapter 42. To the extent the provisions of this Chapter 42 conflict with any of the other provisions of, the provisions of this Chapter 42 shall control.

7. PERMITS TO OPERATE SYSTEMS IN THE MUNICIPALITY.

A. No Person shall offer to subscribers a Cable Service or Competitive Video Service within the Municipality except pursuant to this Chapter. A Cable Operator, however, that has not elected under Section 4 to enter into a Franchise Agreement under Section 3 A. may continue to provide Cable Service under its existing agreement until the expiration of such agreement.

B. All Franchise Agreements and Competitive Video Service Agreements granted by ordinance pursuant to this Chapter shall be nonexclusive. The City Council reserves the right to issue as many permits as it deems advisable in the public interest.

C. The Franchise Agreements or Competitive Video Service Agreements shall take effect and will be in force from and after the earliest period allowed by law, and upon the filing by the Provider with the Municipality of its acceptance, in writing, of each and all of the terms and provisions of the Franchise Agreement or Competitive Video Service Agreement; provided, however, if the Provider shall fail to file such written acceptance within thirty days after the passage of the ordinance by the City Council, then the ordinance granting the Franchise Agreement or Competitive Video Service Agreement shall be null and void.

D. If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or in conflict with rules and regulations of the Federal Communications Commission, then such portion shall be deemed a separate, distinct and independent provision of this Chapter, and such holding shall not affect the validity of the remaining portions thereof.

E. Any Franchise Agreements or Competitive Video Service Agreements executed pursuant to this Chapter may be revoked, after a full due process hearing, by a simple majority vote of the City Council upon the recommendation of the Municipality, for violation of material provisions of this Chapter, after giving the Provider ninety days notice in writing of intention to revoke such permit, unless such violation is corrected during the period of notice, or unless the Provider has made a reasonable attempt to correct the violation during that time and is unable to correct to correct such violation despite such reasonable attempts.

F. The term of each Franchise Agreement and Competitive Video Service Agreement shall be determined by the City Council, the effective date to be pursuant to Subsection C. above.

G. All renewals shall be in accordance with federal law, if applicable.

8. SERVICE RATES TO SUBSCRIBERS: CUSTOMER SERVICE.

A. Providers may set their own service rates and conditions of service subject to the terms of a Franchise Agreement or Competitive Video Service Agreement.

B. An up-to-date copy of all the Provider's rates, rules, regulations and policies having to do with subscriber service must be made available to customers, or on the Provider's Web site, and provided to the Municipality upon request.

C. Providers shall institute reasonable consumer service standards consistent with Federal regulations (47 C.F.R. §76.309(c)) and as may be required in any Competitive Video Service Agreement or Franchise granted by the Municipality. A verified and continuing pattern of noncompliance with such customer service standards shall constitute a material breach of an agreement entered into pursuant to this Chapter 42.

9. SCOPE.

A. This is an enabling ordinance authorizing the use of the Municipality's Public Right-of-Way for the provision of Cable Service and Competitive Video Service in the Municipality, but it does not take the place of any license or permit that may be additionally required of the Provider under Chapters 37 and 39 of the Municipal Code or any other provision of the Municipal Code or other applicable law, either currently or at some later date.

B. It shall be the responsibility of the Provider to obtain any and all such licenses or permits necessary to the operation and conduct of its business activities.

C. Failure of the Provider to obtain and conform to the material provisions of any and all such franchises, licenses, or permits, and to make prescribed payments if required as a condition of their issuance, shall be considered a violation of this Chapter, and subject the Provider to the penalties set forth in Section 10.

10. PENALTY.

A. In addition to the provisions of Section 7. (E), having to do with revocation of permits, any Person who willfully violates a provision of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered as a separate offense. (Amended, Ordinance No. 2011-69, October 31, 2011)

B. The collection by Municipality of any damages, monies or penalties shall not affect any other right or remedy available to Municipality, nor shall any act, or failure to act, by Municipality be deemed a waiver of any right available to Municipality.

11. PUBLIC AND COMMUNITY BENEFITS.

A. A Provider shall designate a sufficient amount of capacity on its network to allow the provision of a comparable number of public, educational, and governmental (“PEG”) channels or hours of programming, at the Municipality’s discretion, as specified in any agreement entered into pursuant to this Chapter 42 that have been activated and provided, provided such programming is submitted in a manner and form that is capable of being accepted and transmitted by the Provider and compatible with the Provider’s technology.

B. Any programming made available under this Section shall be solely for noncommercial public, educational and governmental purposes and the content shall be the sole responsibility of the Municipality.

C. Providers shall use such programming technology of its choosing as will enable the Provider to provide emergency notification as may be necessary in accordance with the Federal Emergency Alert System in the event of a public safety emergency.

12. SERVICE TO SCHOOLS AND PUBLIC BUILDINGS.

A. Providers offering Service in the Municipality collectively must offer one free installation and free monthly basic Service to one outlet at each public and parochial school, municipal government building, fire station, police station, and library building that is passed by Providers' systems. Each such Provider shall have the responsibility to offer a free installation and free monthly basic Service to a share of such schools, governmental, or library buildings. Each such Provider's share shall be proportionate to the total number of such Providers, unless other negotiated compensation has been provided to the Municipality.

B. Such Providers shall meet as necessary and determine who will provide Service to which school or public building under Section 12 A. If Providers are unable to reach agreement as to who will provide free Service to which school, governmental, or library building, the Municipality will confer with the Providers and determine the assignments in a reasonable manner. This obligation will apply to a new Provider of Service once that Provider's Service is available on the section of its system that passes the school or public building assigned to that Provider. Until such time, the incumbent Provider of Service to that location will provide Service to such school or public building.

13. INDEMNIFICATION. The Provider shall indemnify and save harmless the Municipality and all contractors, officers, employees and representatives thereof from all claims, demands, causes of action, copyright action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Provider's construction, lines, cable, erection, maintenance, use or presence of, or removal of any poles, wires, conduit, appurtenances thereto, or equipment or attachments thereto. The Provider, however, shall not indemnify (1) the Municipality for any liabilities, damages, cost and expense resulting from the willful misconduct or gross negligence of the Municipality, its officers, employees and agents or (2) third parties for any activity or function conducted in connection with any access channel or any emergency messages under Section 11 C.

14. INSURANCE. Unless otherwise specified in an agreement entered into pursuant to this Chapter, providers shall comply with the insurance requirements of Chapters 37 and 39 of the Municipal Code, as well as the requirements of any agreement entered into pursuant to this Chapter 42.

15. ASSIGNMENT.

A. A Provider may not assign or transfer its Franchise Agreement or Competitive Video Service Agreement or any interest therein, without the prior consent of the Municipality, which consent shall not be unreasonably withheld or delayed.

B. A change in the actual working control of the Provider shall be considered a "transfer" and shall not take place without the prior written consent of the Municipality. Such consent shall not be unreasonably withheld or delayed.

C. Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of the Provider in the Franchise Agreement or Competitive Video Service Agreement or the system in order to secure indebtedness.

D. Any request for consent to a transfer of its Franchise Agreement or Competitive Video Service Agreement or change in control of the Provider shall be handled by the Municipality in accordance with applicable federal and state law.

E. In the event of a transfer of a Franchise Agreement or Competitive Video Service Agreement, the transferee or assignee must agree, in writing, to be bound by the terms of the Franchise Agreement or Competitive Video Service Agreement subject to applicable law.

16. HOLDERS.

A. Cable/Video Service Provider Fee Imposed.

(1) Fee Imposed. A fee is hereby imposed on any holder providing cable service or video service in the City.

(2) Amount of Fee. The amount of the fee imposed hereby shall be five percent (5%) of the holder's gross revenues.

(3) Notice to the City. The holder shall notify the City at least ten (10) days prior to the date on which the holder begins to offer cable service or video service in the City.

(4) Holder's Liability. The holder shall be liable for and pay the service provider fee to the City. The holder's liability for the fee shall commence on the first day of the calendar month following thirty (30) days after receipt of the ordinance adopting this Section by the holder. The ordinance adopting this Section shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the City.

(5) Payment Date. The payment of the service provider fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(6) Exemption. The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the City in which a fee is paid.

(7) Credit for Other Payments. An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under Section 16(A)(2).

B. PEG Access Support Fee Imposed.

(1) PEG Fee Imposed. A PEG access support fee is hereby imposed on any holder providing cable service or video service in the City in addition to the fee imposed pursuant to 16(A).

(2) Amount of Fee. The amount of the PEG access support fee imposed hereby shall be one percent (1%) of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the City or its designee for PEG access support in the City.

(3) Payment. The holder shall pay the PEG access support fee to the City or to the entity designated by the City to manage PEG access. The holder's liability for the PEG access support fee shall commence on the date set forth in Section 16(A)(4).

(4) Payment Due. The payment of the PEG access support fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(e) Credit for Other Payments. An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) shall pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that that operator owes under Section 16 (B)(2).

C. Applicable Principles.

All determinations and calculations under this Section shall be made pursuant to generally accepted accounting principles.

D. No Impact on Other Taxes Due from Holder.

Nothing contained in this Section shall be construed to exempt a holder from any tax that is or may later be imposed by the City, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the City's simplified municipal telecommunications tax or any other tax as it applies to any telephone

service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

E. Audits of Cable/Video Service Provider.

(1) Audit Requirement. The City will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the City imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to re-compute any amounts determined to be payable under the requirements of the City. If all local franchises between the City and cable operator terminate, the audit requirements shall be those adopted by the City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

(2) Additional Payments. Any additional amount due after an audit shall be paid within thirty (30) days after the City's submission of an invoice for the sum.

F. Late Fees / Payments.

All fees due and payments which are past due shall be governed by ordinances adopted by this City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*

17. SEVERABILITY.

If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

18. EFFECTIVE DATE. This ordinance shall be in full force and effect ten days from and after its passage, approval and publication in pamphlet form.