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BILL NUMBER _____ ORDINANCE NO. 141

AN ORDINANCE DEFINING THE MANNER AND PLACE OF CONSTRUCTION OF THE LINES OF THE SOUTHWESTERN BELL TELEPHONE COMPANY AND PROVIDING FOR AN ANNUAL PAYMENT TO BE MADE TO THE CITY OF ANDOVER, KANSAS.

Be it ordained by the City Council of the City of Andover of the State of Kansas that:

SECTION 1. The Southwestern Bell Telephone Company, its successors and assigns (herein referred to as Telephone Company) shall continue to operate its telephone system and all business incidental to or connected with the conducting of a telephone business and system in the City of Andover, State of Kansas (herein referred to as "City"). The plant construction and appurtenances used in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the Telephone Company in said City shall remain as now constructed, subject to such changes as may be considered necessary by the City in the exercise of its inherent powers and by the Telephone Company in the conduct of its business, and said Telephone Company shall continue to exercise its right to place, remove, construct, and reconstruct, extend and maintain its said plant and appurtenances as the business and purposes for which it is or may be incorporated may from time to time require, along, across, on, over, through, above and under all the public streets, avenues, alleys, bridges, and the public grounds and places within the limits of said City as the same from time to time may be established.

SECTION 2. The Telephone Company shall pay the City on the 15th day of September, for the period September 15, 1970 to September 14, 1971, a sum computed at the rate of $.14 per month per main telephone station located within said City, and a similarly computed sum annually thereafter on the 15th day of September 1971 through 1980, being a term of ten years ending September 14, 1980, and for successive terms of like duration unless within four (4) months prior to the expiration of the initial term or of the successive terms ending on each ten (10) year anniversary following the expiration of the initial term sixty (60) days' written notice is given by one party to the other of its intention to terminate the same at the expiration of the then current ten (10) year term; it being expressly understood that each ten (10) year term provides for ten (10) annual payments. This agreement may also be terminated forthwith by the Telephone Company if authority to collect the amounts of such payments from its customers within the City shall be removed, cancelled or withheld by legislative or regulatory act.

The number of main telephone stations upon which such payment shall be determined shall be the number of main telephone stations in service determined by a count made in the six months preceding each such payment. The payments herein provided shall be in lieu of all other licenses, charges, fees or impositions (other than the usual general or special ad valorem taxes) which might be imposed by the City under authority conferred by law. The Telephone Company shall have the privilege of crediting such sums payable hereunder with any unpaid balance due said Company for telephone service rendered or facilities furnished to said City.

SECTION 3. The Telephone Company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and the Telephone Company may require such payment in advance. The Telephone Company shall be given not less than forty-eight hours' advance notice to arrange for such temporary wire changes.

SECTION 4. Permission is hereby granted to the Telephone Company to trim trees upon and overhanging streets, alleys, sidewalks and public places of said City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Telephone Company, all the said trimming to be done under the supervision and direction of any City official to whom said duties have been or may be delegated.

SECTION 5. Nothing in this ordinance shall be construed to require or permit any telephone, electric light, or power wire attachments by either the City or the Telephone Company on the other. If such attachments are desired by the City or the Telephone Company, then a separate non-contingent agreement shall be a prerequisite to such attachments.

SECTION 6. Nothing herein contained shall be construed as giving to the Telephone Company any exclusive privileges, nor shall it affect any prior or existing rights of the Telephone Company to maintain a telephone system within the City.

SECTION 7. All other ordinances and agreements and parts of ordinances and agreements relating to the operation of a telephone system within said City are hereby repealed.

SECTION 8. The said Telephone Company shall have sixty (60) days from and after its passage and approval to file its written acceptance of this ordinance with the City Clerk, and upon such acceptance being filed, this ordinance shall be considered as taking effect and being in force from and after the date of its passage and approval by the Mayor.

Approved this 28th day of July, 1970.

ATTEST:

Patricia M Stuenkel
City Clerk

Robert W Aspen
Acting Mayor

SECTION 3. The Telephone Company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the same, and the Telephone Company may require such payment in advance. The Telephone Company shall be given not less than forty-eight hours' advance notice to arrange for such temporary wire changes.

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Patricia M Stuenkel
City Clerk

Robert W Aspinall
Mayor