First Reading 9/3/85
Second Reading 10/1/85
Final Reading 11/5/85

ORDINANCE NO. 195

AN ORDINANCE PERMITTING THE SOUTHWESTERN BELL TELEPHONE COMPANY, A MISSOURI CORPORATION, DULY AUTHORIZED TO ENGAGE IN BUSINESS IN THE STATE OF KANSAS, TO CONSTRUCT AND OPERATE TELEPHONE LINES, PRESCRIBING THE TERMS THEREOF AND RELATING THERETO.

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

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 businesses incidental to or connected with the conducting of a telephone business and system in the City of Basehor, 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 from time to time require, along, across, on, over, through, above and under all 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 February 15, 1987; for the period January 1, 1986, through December 31, 1986; 3% of the annual gross revenues received by the Company for local services rendered wholly within the corporate limits of the City, excluding carrier and end user access charges

derived by said Telephone Company from the service permitted by this grant, right, privilege or franchise.

Further, the Telephone Company shall pay the City annually thereafter on the 15th day of February, 1988, 1989, 1990, and 1991, 3% of the annual gross revenues received by the Telephone Company for local services rendered wholly within the corporate limits of the City, excluding carrier and end user access charges.

SECTION 3.

The duration of this agreement shall be for five (5) year terms with the initial term to extend from January 1, 1986 to December 31, 1990, and shall be renewed at that time and each following five (5) year period thereafter, provided that if prior to four (4) months before the expiration of the initial or successive term ending on the five (5) year anniversary, written notice is given by one party to the other of its intention to terminate the agreement at the expiration of the then current five (5) year term, then this agreement shall be terminated unless renegotiated.

This agreement may also be terminated forthwith by the Telephone Company if authority to collect the amounts of such payments or part of such payments from its customers within the City shall be removed, cancelled or withheld by legislative, judicial or regulatory act.

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 4.

The Telephone Company on the request of any applicant 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 such advance notice necessary in order that it be able to reasonably perform this service.

SECTION 5.

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 6.

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 poles of the other.

SECTION 7.

Nothing herein contained shall be construed as giving 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 8.

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, which repeal shall take effect upon the effective date of this ordinance.

SECTION 9.

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 of the City of

Basehor, Kansas, 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 5th day of Dec, 1985.

Anna M. Landauer
Mayor

ATTEST:

Mary A. Magle
City Clerk