

## APPENDIX B - FRANCHISES

### ORDINANCE NO. 12

AN ORDINANCE RELATING TO A COMMUNITY ANTENNA TELEVISION SYSTEM AND SERVICE (CATV) IN THE CITY OF OZAWKIE, KANSAS, AND GRANTING A NON-EXCLUSIVE FRANCHISE TO JEFFERSON COUNTY CABLE CORP., A KANSAS CORPORATION, TO CONSTRUCT, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM AND SERVICE WITHIN THE CITY OF OZAWKIE, KANSAS.

Section 1. Authority. This ordinance is passed and approved by the City Council of the City of Ozawkie, Kansas, and enacted pursuant to the laws of the State of Kansas.

Section 2. Franchise Grant. Pursuant to law, a non-exclusive franchise is granted to Jefferson County Cable Corp., a Kansas corporation, (Grantee) to construct, own and operate a community antenna television system in the City of Ozawkie, Kansas. Said non-exclusive franchise is granted for a period of twenty (20) years, and shall vest all the rights, privileges and immunities of a CATV system franchise with Jefferson County Cable Corp., however, said non-exclusive franchise shall be subject to and conditional upon all of the terms, duties and obligations found in the laws of the State of Kansas, rules and regulations of the Federal Communications Commission and of this ordinance.

Section 3. Rights Conferred by Franchise. (a) This ordinance confers upon Grantee the non-exclusive rights, authority, power and franchise to establish, construct, acquire, own, operate and maintain a community antenna and closed-circuit electronic (CATV) system with the City, and to render, furnish, and sell community antenna television service to the inhabitants of the City and its environs and to use and occupy the streets and other public places within the corporate limits of the City as the same now exists or may hereafter exist for its CATV system including the right to enter and construct, erect, locate, relocate, repair, and rebuild, in, on, under, along, over and across the streets, alleys, avenues, parkways, lanes, bridges, and other public places in the City, all tower, poles, cable, amplifiers, conduits and other facilities owned, leased, or otherwise used by Grantee for the furnishing of CATV service within the City during the continuance of the franchise hereby granted, and in accordance with the laws and regulations of the United States of America, the State of Kansas and ordinances and regulations of the City of Ozawkie, Kansas.

(b) The City reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the Grantee and to reasonably designate where such facilities are to be placed within the public ways and places.

Section 4. Terms and conditions of operation. The authorization herein granted is conditioned upon compliance with the following terms and conditions:

That notwithstanding any grant or authority herein elsewhere made, it is expressly understood that the joint use on any and/or existing poles in place owned by the City of Ozawkie, Kansas, the Telephone Company, or others, is anticipated. The company shall have the power to erect, locate, or relocate any of its towers, pole or poles at any place within the City of Ozawkie, Kansas. The company shall not make use of any towers, pole or poles anywhere within the City of Ozawkie, Kansas, which may be owned by another, or by another with whom the City of Ozawkie, Kansas, may now or hereafter have a joint user contract, which is by reference made a part hereof, without compensation by prior agreement with the owner(s) of said towers or poles, This franchise upon passage and publication by the City of Ozawkie, Kansas, shall serve as a legal and binding joint pole use agreement

between the City of Ozawkie, Kansas, and franchise holder, The City,; under this joint pole use agreement, does hereby grant at no charge to franchise holder access to any and all poles owned by the City now and in the future for the purpose of attaching CATV cables thereto. Additionally, franchise holder grants to the City under this joint pole use agreement at no charge access to any and all franchise holder owned poles now and in the future, for the purpose of attaching City power cable thereto.

Section 5. Registration. Grantee shall obtain at its own expense a Registration Number for the Federal Communications Commission as a condition precedent to the construction, operation and maintenance of a CATV system in the City of Ozawkie, Kansas. Grantee shall file the necessary application for said registration within ninety (90) days of the effective date of this franchise.

Section 6. Installation of CATV System. (a) The Grantee shall have commenced and accomplished a significant construction of the cable system facilities authorized in this ordinance within nine (9) months after the effective date of this ordinance, and shall thereafter equitably and reasonably extend energized trunk cable to such percentage of its franchised area as will accomplish completion of the CATV System within one (1) year after the effective date of this ordinance. (b) The installation of the CATV System shall be in accordance with the requirements of the National Electric Safety Code of the American Insurance Association, latest edition, all applicable laws, ordinances, rules and regulations of the FCC, the State of Kansas, and of the City affecting electrical installations and building, now or hereinafter in effect. (c) The Grantee, subject to the rights of adjoining property owners at its expense, shall have the authority to trim trees upon an overhanging street, alley, sidewalk, and public place in the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, all trimming to be done under the supervision and direction of the City. (d) The Grantee shall at its expense protect, support, temporarily disconnect, relocate or remove any property of the Grantee located upon streets, rights of way and easements of the City, when required by the City because of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of construction to improvement by the City, if the Grantee fails to do so, the City may cause the necessary work to be completed and Grantee shall pay the City the cost thereof within ten (10) days after receipt of an itemized account of such cost. Grantee shall at all times make and keep a full and complete set of plats, maps and records showing location of its facilities within the public ways of the City.

Section 7. Re-location of Property. The Grantee, at the request of any person holding a permit issued by the City, shall temporarily remove, raise or lower its wires or cables to permit the moving of buildings or equipment. The expense of such temporary removal, raising or lowering shall be paid by the person requesting the same, and the Grantee may require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire or cable change.

Section 8. Rules, Regulations, Rates and Charges. (a) Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall reasonably be necessary to enable the Grantee to exercise its rights and perform its services under this franchise and to assure an uninterrupted service to each and all of its subscribers.

- (b) All rates and charges made by the Grantee for its services shall be fair, reasonable, just and uniform.
- (c) The City shall receive notice from grantee at least sixty (60) days prior to a change in rates. In the event that the rates are to be raised, the City shall be furnished evidence by Grantee of the necessity of such increase.

Section 9. It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgement, execution claim or demand whatsoever, resulting from negligence on the part of the Grantee or its agents in the construction, operation or maintenance of its electrical system in the City, and Grantee shall cause to be defended at its own expense all actions that may be commenced against the City by reason of the construction and/or operation of such system. The Grantee shall carry public liability and property damage insurance in the sum of \$100,000.00 Dollars for each individual, \$300,000.00 Dollars for each accident and \$100,000.00 Dollars for property damage, with the City named as an additional insured. Said insurance to be carried with an insurance company with a recognized national rating acceptable to the City and the City shall be furnished proof of such insurance. Grantee shall also provide and maintain similar insurance under a Broad Form Automobile policy, with the foregoing limits, and Workman's Compensation insurance with Kansas statutory limits if automobile or employees are utilized in Grantee's name. All of the above mentioned insurance shall be issued by a company authorized to do business in the State of Kansas and shall be provided before the Grantee, its successors or assigns thereof, shall commence the construction or other operations mentioned. The City shall notify the Grantee's representative or employee in the City, if any, within ten (10) days after presentation of any demand or claim that may arise, whether by suit or otherwise, against the City. Grantee shall maintain on file with the City Clerk at all times a current certificate of insurance. All insurance policies shall provide for not less than thirty (30) days notice of cancellation.

Section 10. Term of Franchise-Renewal. This authorization, shall be for a period of twenty (20) years from approval of this ordinance, and is not subject to automatic renewal. This Franchise may be renewed by the Company, its successors and assigns for an additional twenty (20) years by written agreement between the Company and the City of Ozawkie, Kansas, but only after the City of Ozawkie, Kansas, has reviewed the operation of the Company and is otherwise satisfied that such operation and all the provisions hereof have been fully or substantially complied with.

Section 11. Payment to City. In consideration of the rights, privileges and franchise hereby granted, and as compensation to the City for the use of its public ways and places by the Grantee, and to properly regulate the activities of Grantee, the Grantee shall, on or before the first day of January and the first day of July of each year to which this franchise is effective, pay the City a sum of one-half of one (½) percent of the gross subscriber revenues for basic community antenna television service within the then existing corporate limits of the City for the preceding six-month period ending on the last day of December and the last day of June, respectively. The Grantee shall keep books and records pursuant to established practices using generally accepted auditing procedures.

Section 12. Franchise Termination. The City may terminate the franchise and all rights therein granted in the event the Grantee or the successors or assigns thereof shall fail to comply with any of the terms and conditions of the ordinance. The City may exercise such right of termination by

mailing notice thereof by registered mail to the Grantee, unless within thirty (30) days after such mailing full compliance with the terms and provisions of the ordinance has been effected.

Section 13. Publication Costs. The Grantee will pay to the City a sum to cover the ordinance publication costs when presented with the bill by the City.

Section 14. Sale or Transfer of Franchise. This franchise shall not be sold, transferred, leased, assigned or otherwise disposed of by the Grantee without the written permission of the City, who shall not unreasonably withhold such permission. Provided, however, transfer may be made to a subsidiary corporation of Jefferson County Cable Corp., by giving thirty (30) days prior written notification to the City by registered mail.

Section 15. Complaints. The City directs the Grantee to make investigation of, and resolve, all complaints regarding the quality of service, equipment, malfunctions and similar matters within forty-eight (48) hours after notification and further that Grantee shall maintain a local business office or agent, within the City, for these purposes.

Section 16. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of Grantee by the franchise granted hereunder.

Section 17. Compliance with FCC Rules. Any modifications of the provisions of this franchise resulting from amendment of the Federal Communications Commission rules and regulations governing Part 76, shall be incorporated into this franchise within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever first occurs. It will be the Grantee's responsibility to keep the City informed of all FCC rules.

Section 18. This ordinance is passed and adopted in conformity with K.S.A. 1974 Supp. 12-2006 et seq., and in addition to other provisions herein set out said Jefferson County Cable Corp. shall file with the City and obtain approval thereof a proper map showing and describing the exact location or proposed location of all of its facilities within the City's streets, alleys and public ways and secure from the proper City officials approval for the erection of either above ground or below ground facilities so as not to interfere with existing public utility facilities now located or hereafter located pursuant to other public utility franchises, excluding here from the necessity of securing prior approval of the City if and when said corporation obtains pole attachment agreements with existing public utilities for the joint use of poles that may be now existing or may be hereafter erected by such public utility franchise other than by this Ordinance.

Section 19. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this Ordinance, excluding, however, any and all public utility franchises heretofore granted to public utilities, including utilities regulated by the State Corporation Commission.

(04-12-82)

## ORDINANCE NO. 13

AN ORDINANCE PROVIDING FOR AND APPROVING THE TRANSFER OF THE CABLE TELEVISION FRANCHISE IN THE CITY OF OZAWKIE, KANSAS, (THE "CITY") GRANTED PURSUANT TO ORDINANCE NO. 12, DATED APRIL 12, 1982, (THE "FRANCHISE ORDINANCE"); AMENDING THE FRANCHISE ORDINANCE IN CERTAIN RESPECTS; PROVIDING FOR PUBLICATION OF THE CAPTION; AND PROVIDING THE EFFECTIVE DATE OF TRANSFER.

Section 1. Transfer of Franchise Ordinance. Pursuant to the Franchise Ordinance, consent and approval is hereby granted by the City for the transfer and assignment of the Franchise Ordinance by Douglas to CLR. The Mayor, Council President, or Presiding Officer of the City, or any person designed by the Mayor, Council President, or Presiding Officer are hereby authorized to execute the Consent to Assignment attached hereto as Annex 1.

Section 2. Ordinance Affirmed and Term Extended. All terms and provision of the Franchise Ordinance shall continue in full Force and effect. As set forth in the Consent to Assignment, the City consents to the grant by CLR of a security interest in the Franchise Ordinance to its lenders to secure indebtedness or other obligations incurred by CLR with respect to the cable television system to be operated by CLR pursuant to the Franchise Ordinance.

Section 3. Effective Date. The transfer of the Franchise Ordinance shall be effective upon the closing of the sale by Douglas to CLR of the cable television facilities serving the City of Ozawkie. CLR shall notify the City of the transfer of the Franchise Ordinance within thirty (30) days of such closing, and provide therewith a copy of the Assignment and Assumption of Franchise by which the Franchise Ordinance was transferred and assigned by Douglas to CLR.

Section 4. Inconsistency. In the event any of the terms and provisions of any other ordinance or regulation of the City are inconsistent with the terms and provisions of this ordinance, the terms and provisions of this Ordinance shall govern and control.

(10-09-95)

## ORDINANCE NO. 19

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONEOK, Inc., its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

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

SECTION 1. That in consideration of the benefits to be derived by the City of Ozawkie, Kansas, ("City"), and its inhabitants, there is hereby granted to Kansas Gas Service, a Division of ONEOK, Inc. ("Company"), said Company operating a system for the transmission and distribution of natural gas in the State of Kansas, the right, privilege, and authority for a period of twenty (20) years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parking areas, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas from any source available; and to do all things necessary or proper to carry on said business.

SECTION 2. As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or permit fees, or revenue taxes, the Company shall pay to the City during the term of this franchise four percent (4%) of the gross cash receipts from the sale of natural gas for consumption in the City for all purposes within the corporate limits of the City, such payments to be made monthly for the preceding monthly period. Gross cash receipts shall not include other operating revenues received by the Company, which are not related to the "sale of natural gas". These include, but are not limited to, connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, and returned check charges as such terms are used in tariffs or in the natural gas industry.

SECTION 3. The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales, and excise taxes or charges made for privileges which are not connected with the natural gas business, will be imposed on the Company and are not covered by the payments herein. From and after the date hereof, however, the permit fees required of the Company by any ordinance presently in effect or hereafter adopted for a permit to excavate in or adjacent to any street, alley, or other public place shall be deemed a part of the compensation paid in Section 2 and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance.

SECTION 4. The use of Right of Way under this franchise by the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power. In addition, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or

promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of the Right of Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in Section 3 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of the Right of Way. In any event, the Company is granted an offset for such fees and costs against the franchise fees required to be paid hereunder.

SECTION 5. All mains, services, and pipe which shall be laid or installed under this grant shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parks, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, Company shall have the right to commence work without having first providing such form(s).

SECTION 6. Company shall, in doing the work in connection with its said gas mains, pipes, and services, avoid, so far as may be practicable, interfering with the use of any street, alley, avenue, or other public thoroughfare. It shall, without expense to the City, and in a manner satisfactory to the duly authorized representatives of the City, replace such paving or surface in substantially as good condition as before said work was commenced.

SECTION 7. It is recognized that the natural gas to be delivered hereunder is to be supplied from a pipeline system transporting natural gas from distant sources of supply; and the Company, by its acceptance of this franchise as hereinafter provided, does obligate itself to furnish natural gas in such quantity and for such length of time, limited by the terms hereof, as the said sources and said pipelines are reasonably capable of supplying.

SECTION 8. Company, its successors and assigns, in the construction, maintenance, and operation of its natural gas system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall hold and save harmless the City from any and all damage, injury, and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

SECTION 9. After the approval of this Ordinance by the City, Company shall file with the City Clerk of the City its written acceptance of this Ordinance. Said Ordinance shall become effective and be in force and shall be and become a binding contract between the parties hereto, their successors and assigns, no later than the first cycle of the monthly billing cycle which begins no later than sixty (60) days after its passage and approval by the City, acceptance by the Company, and publication in

the official City newspaper. In its letter of acceptance, Company shall identify the effective date as set forth above and Company shall begin charging its customers those fees set forth in Section 2 above on that date.

SECTION 10. This Ordinance, when accepted as above provided, shall constitute the entire agreement between the City and the Company relating to this franchise and the same shall supercede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, shall be binding upon the parties, including their successors and assigns, and shall not be amended or further obligations imposed without mutual consent of the parties hereto.

SECTION 11. The franchise is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto.

SECTION 12. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 9 of this ordinance.

SECTION 13. Should the Kansas Corporation Commission take any action with respect to this franchise ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the Commission's ruling.

(4/14/08)

## ORDINANCE NO. 20

An Ordinance, granting to Westar Energy, Inc., a Kansas corporation, its successors and assigns, an electric franchise, prescribing the terms thereof and relating thereto, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

BE IT ORDAINED BY THE GOVERNING BODY OF: Ozawkie, Kansas

- SECTION 1.** That in consideration of the benefits to be derived by the City of Ozawkie, Kansas (the "City"), and its inhabitants, there is hereby granted to Westar Energy, Inc., a Kansas corporation, hereinafter sometimes designated as "Company," said Company being a corporation engaged in the business of selling and furnishing electric power throughout the state of Kansas and to the inhabitants of the City, the right, privilege, and authority for a period of twenty (2) years from the effective date of this ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parkings, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing electricity for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said electricity from any source available; and to do all things necessary or proper to carry on said business in the City.
- SECTION 2.** As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or revenue taxes, the Company shall pay to the City during the term of this franchise four percent (4%) of its gross cash receipts from the sale of electric energy for use within the corporate limits of said City, such payment to be made monthly for the preceding monthly period. Gross cash receipts shall not include other operating revenues received by the Company, which are not related to the "sale of electric energy". Other operating revenues include, but are not limited to, delayed payment charges, connection fees, disconnection and reconnection fees, collection fees and return check charges. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of gross cash receipts subject to the fee provided for in this Section 2. At the option of either the City or the Company and upon written notice given by one to the other sent at least (90) days before the fifth, tenth, or fifteenth anniversary of this franchise, the rate of compensation hereunder may be renegotiated. Any new rate of compensation that results from such renegotiation shall be effective on and after the fifth, tenth, or fifteenth anniversary of this franchise. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 2 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.
- SECTION 3.** That Company, its successors and assigns, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall hold and save harmless the City, from any and

all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

**SECTION 4.** After the approval of this ordinance by the City, Company shall file with the City Clerk, the Company's unconditional written acceptance of this ordinance. Said ordinance shall become effective and be in force and shall be and become a binding contract between the parties hereto, their successors and assigns, from and after the first day of the first month after such acceptance is provided by said Company to the City after its final passage, approval and publication as required by law, and acceptance by said Company.

**SECTION 5.** That this ordinance, when accepted as above provided, shall constitute the entire agreement between the City and Company relating to this franchise and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

**SECTION 6.** This franchise is granted pursuant to the provisions of K.S.A. 12-2001.

**SECTION 7.** That any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed.

**SECTION 8.** The Company will file this ordinance with the State Corporation Commission of Kansas. Should the State Corporation Commission take any action with respect to this franchise ordinance, which would or may preclude Westar Energy, Inc., a Kansas corporation, from recovering from its customers any cost provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the State Corporation Commission's ruling.

**SECTION 9.** A franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made. In the event of such assignment to a successor, Company shall be released from all obligations which are assumed in writing by its assignee upon the signing by such assignee of an assumption of the franchise being assigned.

7/14/08

## ORDINANCE NO. 6-21

AN ORDINANCE GRANTING UNITED TELEPHONE COMPANY OF EASTERN KANSAS D/BIA SPRINT A NON-EXCLUSIVE FRANCHISE TO USE THE STREETS, AVENUES, BOULEVARDS, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF OZAWKIE, STATE OF KANSAS, TO CONTINUE TO CONDUCT THE BUSINESS OF CONSTRUCTING, INSTALLING, MAINTAINING, MANAGING, AND OPERATING A TELEPHONE SYSTEM WITH ALL NECESSARY POLES, WIRES, CABLES, FIXTURES, CONDUIT AND APPARATUS.

United Telephone Company of Eastern Kansas, d/b/a Sprint Grantee, a corporation organized under the laws of the State of Delaware, with a license to do business in the State of Kansas, and its successors and assigns, are hereby granted the non-exclusive franchise and the right, in operating a telephone system, to construct, install, maintain, and repair all the necessary poles, wires, cables, pole and wire fixtures, telephone plant, and telephone apparatus of whatsoever nature for the purpose of conducting such business; to elect, maintain, and repair such telephone poles and string the same with wire and cable along, upon, across or below the streets, avenues, boulevards, alleys, and other public places of the City of Ozawkie, Grantor; and to construct, lay, maintain, and repair such cable as Grantee, its successors and assigns, may require, under those streets, avenues, boulevards, alleys, and other public places for the purpose of such business under the following terms and restrictions:

Section 1. The Grantor reserves the right of reasonable regulation of the erection, construction, or installation of any facilities by the Grantee and to reasonably designate where such facilities are to be placed within the public ways and places.

Section 2. This grant shall be effective in accordance with Section 12, below and shall continue for a term of 3 years from its effective date, and for successive terms of like duration unless written notice is given by either the Grantor or the Grantee to the other 120 days or more prior to the expiration of the he then current term.

Section 3. Grantee, its successors and assigns, shall conduct telephone business in such a manner as shall be to the benefit of the Grantor and its inhabitants, rendering good telephone service at reasonable rates as authorized by the Kansas Corporation Commission or any other state or local governmental agency charged by law with the power to regulate telephone public utilities.

Section 4. All poles and overhead wires or cables erected in accordance with this ordinance shall be placed, whether on streets, avenues, boulevards, alleys, or other public places, so as not to interfere with ordinary travel on such streets, avenues, boulevards, alleys, or other public places. All poles erected under this ordinance shall be located so as not to injure any drains, sewers, catch basins, or other like public improvements and, if such be injured, Grantee shall repair any damages caused to the satisfaction of the Mayor of the City and, in default thereof, the City may repair such damage and charge the cost to Grantee.

Section 5. The poles of Grantee, its successors and assigns, shall be placed and erected in such a manner so as not to interfere unreasonably with the orderly conduct of the business and rights of any other public service corporation having a right or franchise to operate its business in the City.

Section 6. Grantee shall remove, raise, or adjust its aerial plant, after forty-eight (48) hours notice by a properly authorized city official, for the purpose of permitting the moving of houses

or other structures along the streets of the City. The person or persons for whose benefit such telephone plant is removed, raised, or adjusted, however, shall first secure proper permission from the City for the movement and agree to pay Grantee for its related costs and damages. If desired, an advance deposit from the mover may be required by Grantee,

Section 7. Permission is hereby granted to Grantee to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming into contact with Grantee's wires and cables. All such trimming will be done under the supervision and direction of any City official to whom such duties have been or may be delegated.

Section 8. In consideration for rights and privileges herein granted, Grantee shall pay to the Grantor four hundred dollars \$400.00 annually. Such payment shall be made on or before the 1st day of March of each year during the term of this ordinance. The Grantor agrees to accept those sums as full and fair compensation, which sums shall be in lieu of any general or special license tax, occupation tax, or any other such tax for the term of this ordinance.

Section 9. Nothing herein shall affect any prior or existing rights of Grantee to maintain a telephone company within the City.

Section 10. Upon giving the Grantor 180 days prior, written notice, the franchise and all rights hereunder may be assigned by the Grantee, as well as all succeeding Grantees, at their option, however, Grantor shall be given advanced written notification of any such assignment. The successors and/or assigns shall succeed to all the rights, duties, and liabilities of the Grantee hereunder.

Section 11. The recovery of the charges from Grantee's customers is subject to the jurisdiction of the regulatory and state authorities and not the City. The obligation of Grantee to pay compensation under this Ordinance is contractual; the City makes no requirements as to the method Grantee uses to recover the payments.

Section 12. This ordinance shall be effective at the expiration of 65 days from the date of its final passage.

Section 13. If this ordinance expires either prior to the effective date of a passed subsequent ordinance granting Grantee a franchise, or while the City and Grantee are engaged in good faith negotiations intended to result in the passage of such a subsequent ordinance, the terms of this ordinance shall apply until the effective date of the subsequent ordinance.

Section 14. If any portion of this ordinance for any reason is held to be invalid, such portion shall be considered severed from the remainder of this ordinance valid the remainder shall be unaffected and continue in full force and effect.

(12-08-97)