

CITY OF ROSSVILLE

Founded in 1871

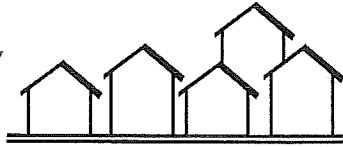
"Come Grow With Us!"

City Hall

438 Main • P.O. Box 337

Rossville, KS 66533

785-584-6155



Visit us at:

www.rossvillekansas.us

Fax: 785-584-6667

ORDINANCE NO. 831

AN ORDINANCE GRANTING TO WTC COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN AND OPERATE A TELECOMMUNICATIONS SYSTEM WITHIN THE CITY OF ROSSVILLE, KANSAS.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSSVILLE, KANSAS.

Section 1. That the franchise, right and license to construct, install, maintain and operate a telecommunications system, for the electronic transmission of voice communications, data facsimile, visual images, audio, or other information or content, but not including cable, video or television images now in existence and/or to be constructed in the future within the corporate limits of the City of Rossville, Kansas, be, and the same is hereby granted to WTC Communications, Inc., (hereinafter "the Company") a corporation duly organized under the laws of the State of Kansas, to its successors and assigns for a period of five (5) years, commencing May 3, 2021.

Section 2. That the term of such franchise, right and license aforesaid shall extend without further affirmative action by the City or by the Company for an additional period of five (5) years commencing date unless either the City or the Company gives written notice ninety (90) days prior to this date, of an intent not to extend the same, such notice to be given to the City of delivery to the City Clerk or to the Company by delivery to such Company's registered office.

Section 3. That in the construction, installation, maintenance, and operation of said telecommunications system, the Company, its successors or assigns, are hereby given the right, permission and authority to have the use of the streets, alleys, easements and sidewalks of said City; provided, that the same shall be so used as not to interfere with the public for the purpose of travel or public purposes; and provided further, that whenever it becomes necessary for the Company to tear up or dig into any street, alley or sidewalk, it shall first obtain permission to do so from said City, and the Company shall, at its own expense, repair and replace any such street, alley or sidewalk to City specifications by the said Company; provided further that whenever it becomes necessary to change or alter the grade of any street, alley or sidewalk, the City shall

have the right to require the said Company to remove its lines, poles and cables so that they will no way hinder such change in grade, and all such work of removing or changing the lines, poles and cables shall be done at the expense of the Company provided further that in the laying of cables underground by the said Company, they shall be laid in such a manner as not to obstruct or interfere with water pipes, drains, sewers or other structures already installed; and that all such work shall be done under the supervision of said City.

Section 4. That the Company on the request of any person shall remove, 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 the wires shall be paid by the party or parties requesting the same, and the Company may require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

Section 5. That all the right, powers and privileges conferred by this ordinance are granted by the City and accepted by the Company, upon the expressed condition that the said Company, its successors and assigns, shall indemnify, protect and hold harmless the City against all claims for damages which may result from construction, installation, maintenance or operation of the said telecommunications system.

Section 6. That permission is hereby granted to the Company to trim trees upon any overhanging streets, alleys, easements, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, all of the said trimmings to be done subject to city approval under the supervision and direction of the City official to whom said duties have been or may be delegated, the expense thereof to be borne by the Company.

Section 7. That 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 Company on the poles of the other. If such attachments are desired by the City or the Company, then a separate non-contingent agreement shall be a prerequisite to such attachments.

Section 8. That nothing herein shall be construed as giving to the Company, or its successors or assigns, any exclusive privilege, nor shall it affect any prior or existing rights of the Company, its predecessors or assignors to maintain a telephone or telecommunications system within the city.

Section 9. That in consideration for this franchise, the Company, its successors or assigns, agrees to pay to the City an annual fee of \$500.00. The franchise fee shall be paid starting with the commencement date and annually thereafter before December 31st of each year. Payments shall continue on this schedule for every year during the term of this franchise.

Section 10. In the event another entity is authorized and undertakes to provide local telecommunications services within the corporate limits of the City using the facilities of the Company during the term hereof or during any extension hereof, the Company shall recover from such other entity a franchise fee recovery sum per customer equal to that charged to the

Company's local service customers and shall remit the same to the City as a portion of the franchise fee set forth in paragraph 9 hereof. In the event that the Kansas Corporation Commission or any other governmental entity having lawful jurisdiction over any of the terms hereof restricts or limits the enforceability of this section, or in the event any other entity is granted authority to provide local telecommunications service without payment of a franchise fee or subject to payment of a franchise fee less than that provided herein, then the City and the Company shall negotiate in good faith a modification of the terms hereof which will allow the Company to continue provisions of local telecommunications service within the City under competitively neutral terms as to franchise fee responsibility to the City.

Section 11. That the rights, powers, limitation, duties and restrictions herein provided for shall inure to and be binding upon the parties hereto and upon their respective successors or assigns.

Section 12. This franchise is granted pursuant to the provisions of K.S.A 12-2001 and amendments thereto.

Section 13. Should the State Corporation Commission take any action with respect to this franchise ordinance, which would or may preclude the Company from recovering from its customers any cost provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the Corporation Commission's ruling.

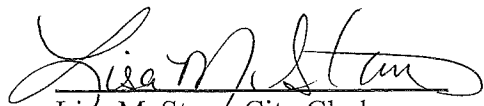
Section 14. All other ordinances or parts of ordinances, insofar as they conflict with this ordinance, be, and the same are here repealed.


Section 15. That this ordinance shall take effect and be in force after the expiration of sixty (60) days from the date of its final passage, provided that it has been published in the official City paper once a week for two (2) consecutive weeks following its official passage, and provided further, that the Company shall have filed its written acceptance with the City Clerk as aforesaid.

Passed by the Governing Body of the City of Rossville, Kansas, this 3rd day of

May, 2021

ATTEST:


Lisa M. Stunt, City Clerk


Kenneth Wichman, Mayor