

(First published the \_\_\_\_ day of March 2011)

**ORDINANCE NO. 1291**

AN ORDINANCE GRANTING CRAW-KAN TELEPHONE COOPERATIVE, INC. ACCESS TO USE THE STREETS, AVENUES, BOULEVARDS, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF COLUMBUS, KANSAS, AS HEREINAFTER DESIGNATED FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING, MANAGING AND OPERATING A TELEPHONE SYSTEM WITH ALL NECESSARY POLES, WIRES, CABLES, FIXTURES, CONDUIT AND APPARATUS.

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

**SECTION 1.** CRAW-KAN TELEPHONE COOPERATIVE, INC., Grantee, a Corporation organized under the laws of the State of Kansas, with a license to do business in the State of Kansas, and its successors and assigns, are hereby granted the right to construct, install, maintain and repair all the necessary poles, wires, cables, pole and wire fixtures, telephone plant, and telephone apparatus of whatsoever nature, to erect, 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 Columbus, Kansas, 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 under the following terms and restrictions:

**SECTION 2.** 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 an 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 damaged, 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 3.** 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 corporations having a tight or franchise to operate its business in the City.

**SECTION 4.** 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, and if desired, an advance deposit from the mover may be required by Grantee.

**SECTION 5.** Permission is hereby granted to Grantee to trim trees upon any 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 6.** Nothing herein shall give to Grantee the right to conduct its business in the City of Columbus, Kansas but only the right to use the streets, alleys, sidewalks and public places wherein Grantee is presently situate and nothing herein shall allow Grantee to use any other streets, alleys, sidewalks and public places of the City of Columbus, Kansas other than those presently used by Grantee without the express written consent of Grantor.

**SECTION 7.** All ordinances and agreements or parts of ordinances and agreements in conflict with this ordinance are hereby repealed.

**SECTION 8.** 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 and the remainder shall be unaffected and continue in full force and effect.

**SECTION 9.** As consideration for the granting of this privilege, and in lieu of any City occupation license or revenue taxes, Grantee shall pay Grantor the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per year payable in advance for the forthcoming year.

**SECTION 10.** The right, privilege, and authority herein granted is for a period of five (5) years commencing March 21, 2011.

**SECTION 11.** This franchise is granted pursuant to the provisions of K.S.A. 12-849.

**PASSED BY THE GOVERNING BODY AND APPROVED** this 21<sup>st</sup> day of March 2011.

APPROVED:

  
Grant Speith, Mayor - Pro Tem

ATTEST:

  
Janice Blancett, City Clerk

(SEAL)