

Post-It™ brand fax transmittal memo 7671		# of pages 6
To MAYOR & ANTIFFERMAN	From JERRY WALTERS	
Co. ANDERSON TX.	Co. SPRINT-UNITED	
Dept.	Phone# 713-540-1943	
Fax #	Fax # 713-540-1183	

2-95

ORDINANCE :

AN ORDINANCE GRANTING UNITED TELEPHONE COMPANY OF TEXAS, INC., A FRANCHISE TO USE THE STREETS, AVENUES, BOULEVARDS, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF Anderson, STATE OF TEXAS, 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.

BE IT ORDAINED BY THE CITY OF Anderson, TEXAS, AS FOLLOWS:

United Telephone Company of Texas, Inc., Grantee, a corporation organized under the laws of the State of Texas, with a license to do business in the State of Texas, and its successors and assigns, are hereby granted 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, conduit and telephone apparatus of whatsoever nature for the purpose of conducting such business; to erect, maintain, and repair such telephone poles and string the same with wire and cable along the streets, avenues, boulevards, alleys, and other public places of the City of Anderson, Grantor or City; 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:

1. This grant shall be effective in accordance with Section 12, below and shall continue for a term of ten (10) 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 initial term or any successive term of its intention to terminate the same at the expiration of the then current term.

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

3. 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 or other properly authorized city official and, in default thereof, the City may repair such damage and charge the cost to Grantee.

4. 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.

5. Grantee shall remove, raise, or adjust its aerial plant, after forty-eight (48) hours notice by the Mayor or other 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 and pay any necessary administrative cost to 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.

6. 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.

7. Compensation to the Grantor.

(a) As compensation for the use, occupancy, oversight, supervision, and regulation of the Grantor's rights-of-way, and in lieu of and in full compensation for any lawful tax or license or charge or right-of-way permit fee or inspection fee or right-of-way

easement or street or alley rental or corporate franchise tax or other character of charge for use and occupancy of the rights-of-way within the City, except the usual general ad valorem taxes, special assessments in accordance with State law, or sales taxes now or hereafter levied by the City in accordance with State law, the City hereby imposes an Annual Charge of \$1000.00 ("Annual Charge") which will be determined in the following manner. The Annual Charge for the first calendar year shall be prorated from the effective date of this Ordinance to December 31 next following the effective date of this Ordinance. In no event shall the Annual Charge be less than the base amount of \$1000.00 per full calendar year.

(b) The payment for the year in which this Ordinance is passed shall be prorated from the effective date, through December 31, 1995, assuming adoption of this Ordinance and acceptance of this Ordinance by the Telephone Company on or before December 31. The payment for \$1000.00 shall be paid on or before ~~February~~ ^{March} 1, 1996. The Annual Charge for the second calendar year and each subsequent calendar year shall be paid to the City in ~~two~~ ^{one} equal installments, ~~the first on or before February 1, and the second~~ on or before ~~February~~ ^{March} 1 of the following year.

(c) The recovery of the Annual Charge from the Telephone Company's customers is subject to the jurisdiction of the regulatory authorities and not the City. The obligation of the

Telephone Company to pay compensation under this Ordinance is contractual; the City makes no requirements as to the method the Telephone Company uses to recover the Annual Charge.

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

9. The franchise and all rights hereunder may be assigned by the Grantee, as well as all succeeding Grantees, at their option, and the successors and/or assigns shall succeed to all the rights, duties, and liabilities of the Grantee hereunder. This assignment may not be granted to a third party without the permission of the City.

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

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

12. 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.

13. 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.

Read ~~three times~~ and ~~finally~~ passed by the Governing Body of Anderson, Texas, this 10th day of August, 1995.

John S. Freeman
Mayor

ATTEST:

Tom Johnson
City ~~clerk~~ Secretary