

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, subject to proper supervision of any designated city official.

Section 6. Nothing in this ordinance contained shall be construed to require or permit any telephone connections or services by the City or for the City. If such connections and/or services are desired by the City, then a separate agreement shall be prerequisite to the same.

Section 7. Nothing herein contained shall be construed as giving to 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 said city.

Section 8. All other ordinances, regulations and parts of ordinances and regulations not in violation of or right to operate telephone systems within said City are hereby repealed.

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, 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, subject, however, to the provisions of G. S. 1953 Supp., 12-2001.

Passed and approved by the Governing Body of the City of Sun City, this 16 day of October, 1954.

(SEAL)

Attest:

Jae Sooter
City Clerk

A. J. Stuller
Mayor

E. Bullack

Harry Lowderman

Floyd Ward

George Wilshire

Arthur Brewer

however, to the provisions of G. S. 1953 Supp., 12-2001.

Passed and approved by the governing body of the City of Sun City, this 16 day of October, 1954.

(SEAL)

A. J. Keller
Mayor

Attest:

Jae Sooter
City Clerk

E Bullack

Harry Lowdemon

Floyd Ward

Georg Wiltschko

Arthur Brewer

FRANCHISE ORDINANCE NO. 43

An ordinance authorizing and embodying a contract whereby the City of Sun City, and the South Central Telephone Association, Inc., a Kansas corporation, agree that the Telephone Company shall operate its telephone system in said city and erect and maintain its plant construction and appurtenances along, across, on, over, through, above, and under all public streets, avenues, alleys, bridges, public grounds and places in said city, subject to the powers of regulation inherent in said city, providing certain regulations in regard thereto, providing that the city shall receive an annual payment from the telephone company, providing the terms and conditions of such contract and providing for its acceptance.

BE IT ORDAINED BY THE CITY COUNCIL OF SAID CITY, OF THE STATE OF KANSAS, THAT:

Section 1. The South Central Telephone Association, Inc., its successors and assigns (herein referred to as "Telephone Company") shall operate its telephone system in the city of Sun City, state of Kansas (herein referred to as "City"). The plant construction and appurtenance, use in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the Telephone Co., 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 of regulation and by the Telephone Company in the conduct of its business, and said Telephone Company shall continue to exercise its rights 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 may from time to time require along, across, on, over, through, above and under all public streets, avenues, alleys, bridges and public grounds and places within the limits of said City as the same from time to time may be established, subject always to said powers of regulation and control inherent in said City. This ordinance shall terminate as to all provisions herein at the expiration of twenty (20) years from the 9th day of December, 1924.

Section 2. The Telephone Company shall pay the City annually for the rights herein conferred a sum of 10.00, as a fixed annual charge. Said payment is to 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 Company shall have the privilege of crediting against such sums, any unpaid balance due said Company for telephone service rendered or facilities furnished to said City.

Section 3. In the event the Telephone Company in the exercise of its rights herein conferred find it necessary to damage the public streets, avenues, alleys, bridges and/or public grounds of the City, the Telephone Company shall restore said streets, avenues, alleys, bridges and/or public grounds to their original condition, or pay the City sufficient sums to have said streets, avenues, alleys, bridges, and/or public

shall have the privilege of crediting against such sums, any unpaid balance due said Company for telephone service rendered or facilities furnished to said City.

Section 3. In the event the Telephone Company in the exercise of its rights herein contained find it necessary to damage the public streets, avenues, alleys, bridges and/or public grounds of the City, the Telephone Company shall restore said streets, avenues, alleys, bridges and/or public grounds to their original condition, or pay the City sufficient sums to have said streets, avenues, alleys, bridges, and/or public grounds so restored.

Section 4. The Telephone Company on the request of any person 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 requiring the same, and the Company may require such payment in advance. The Telephone Company shall be given not less than forty-eight hours advance notice to arrange for such temporary wire change. Provided, however, that the charge therefore shall be reasonable and customary under all circumstances.