

CHAPTER 111

TELEPHONE FRANCHISE

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111.01 DEFINITION. Wherever the word “Company” is used in this chapter, it means Cascade Telephone Company, its successors and assigns, and this enactment shall be binding upon and shall inure to the benefit of said Company, its successors and assigns.

111.02 FRANCHISE GRANTED. The Company is hereby granted a franchise for a period of twenty-five (25) years from the effective date of the ordinance codified in this chapter to construct, renew, extend, acquire, maintain and operate such facilities including, but not limited to, telephone lines, poles, wires, stubs, anchors, cables, vaults, laterals, conduits and other fixtures and equipment in, upon, through, under, over, along and across the public streets, alleys, highways and other public grounds of or in the City as may be necessary and/or convenient for supplying to the citizens of the City, to adjacent rural areas and to the public at large, telephone service and communication by telephone or other electric signals, and for conducting a general telephone business in and about the City. The franchise shall include all rights, powers, privileges and immunities, expressed and implied, which may be granted to a telephone company by a City pursuant to Section 364.2 of the Code of Iowa.

111.03 COMPANY'S RIGHTS AND PRIVILEGES. For the purpose of defining and carrying into effect the rights and privileges granted to the Company by Section 111.02 of this chapter, it is provided as follows:

1. The location of all facilities of the Company, now existing within the City, is hereby approved. Insofar as the streets, alleys and public grounds of the City are affected thereby, the change of location of any existing facilities and the location or relocation of any additions or extensions thereto shall be under the direction of such municipal officer or officers as may be designated by the Mayor and Council Members for that purpose.
2. The facilities of the Company shall be so placed and maintained and the work of the Company, in connection therewith, shall be so performed as not to interfere unreasonably with ordinary travel on the streets and alleys or deny access to or from public or private property.
3. The Company may make such excavations in streets or alleys and take up such portions of pavement or sidewalk as it deems necessary for the

installation, maintenance, replacement or removal of its facilities. Such excavations shall be refilled and the sidewalks and paving thus disturbed shall be reconstructed within two (2) weeks, unless a specific extension of more time to effect said repairs and reconstruction is granted by the Council. Said streets and sidewalks thus disturbed shall be repaired and replaced so as to leave the same in at least as good a condition as before.

111.04 FEES AND REQUIREMENTS. The Company shall pay to the City the sum of one hundred dollars (\$100.00) on the first day of July of each year the franchise is in existence. This sum shall be accepted by the City as the complete compensation and consideration for the franchise hereby granted and in lieu of any other tax, fee, rental or charge upon the Company or its property except the usual, general or special ad valorem taxes now or hereafter levied. Should this provision exceed the legal powers of the City as to any item, the annual franchise payments herein provided shall be applied to the satisfaction of the Company's obligations resulting from any such charge imposed. The annual charge established by this section shall be discharged by the Company and waived by the City by having the Company furnish, at its expense, one phone for the City at no charge, except for toll calls made on said phone which shall be billed at the normal rate. In addition to the one phone provided for in the preceding sentence, the Company agrees to, and shall at its expense, continue the existing 30-station fireman alert system as presently installed and operating. The Company shall not incur any liability for the testing or operation of said system or the lack or failure thereof. The Company does agree, however, to repair such system within 48 hours of notification that said system is not operating or functioning properly. In the event future technological developments render such system obsolete or inadequate, then this provision for the discharge of the services shall terminate, and the remainder of this section shall be in full force and effect unless the City and the Company make some other agreement acceptable to both parties respecting the discharge of the annual charge by providing some service to the City or other party designated by the City.

EDITOR'S NOTE

Ordinance No. 174 adopting a telephone franchise for the City was passed and adopted on September 25, 1978.