

AN ORDINANCE OF THE CITY OF SPRINGFIELD AUTHORIZING THE SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY TO USE THE PUBLIC STREETS OF THE CITY OF SPRINGFIELD, FLORIDA FOR THE PURPOSE OF ERECTING, CONSTRUCTING, MAINTAINING AND OPERATING LINES OF TELEPHONE AND TELEGRAPH EQUIPMENT THEREON AND THEREUNDER; SPECIFYING CONDITIONS OF REPLACEMENT AND REPAIR; SPECIFYING A FEE THEREFOR AND PROCEDURES RELATING TO SUCH FEE; PROVIDING FOR INDEMNIFICATION; PROVIDING PROCEDURES FOR ACCEPTANCE; RESERVING UNTO THE CITY ITS POLICE POWERS WITH RESPECT TO THE AFFECTED PUBLIC WAYS; SPECIFYING A TERM OF FIFTEEN YEARS; REPEALING ORDINANCES IN CONFLICT; DECLINING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF SPRINGFIELD:

SECTION 1. Be it Ordained by the City Commission of the City of Springfield, Florida, that permission be and the same is hereby granted to the Southern Bell Telephone and Telegraph Company (hereinafter referred to as "Company"), its successors and assigns, to construct, maintain and operate lines of telephone and telegraph equipment, including the necessary poles, conduits, cables, electrical conductors and fiber optics and digital technology fixtures upon, along, under and over the public roads, streets, highways, and rights of way of the City of Springfield, Florida, as its business may from time to time require, provided that all poles shall be neat and symmetrical.

SECTION 2: The work of erecting poles and constructing underground conduits under this Ordinance shall be done subject to the supervision of the City, and the Company shall replace or properly relay and repair any sidewalk or street that may be displaced by reason of such work, and upon failure of the Company to do so, after twenty (20) days notice in writing given by the Mayor of the City, or his representative, to the Company, the City

may repair such portion of the sidewalk or street that may have been disturbed by the Company, and collect the cost so incurred from the Company.

SECTION 2-A: All of such installation, construction and maintenance of equipment shall be in compliance with the National Electrical Code and the National Electrical Safety Code. Further said installments, construction and maintenance of equipment shall not interfere unreasonably with the rights of the public or individual property owners and shall not interfere unreasonably with the travel and use of public places, nor obstruct nor impede traffic.

SECTION 2-B: The Company shall remove from the City all inactive cable or material at the earliest possible date not to exceed 90 days of replacement with new cable unless otherwise agreed upon in writing.

SECTION 2-C: When the Company conducts its regularly scheduled tree trimming program, it shall remove from the City all limbs and debris within a reasonable length of time.

SECTION 2-D: No open holes, cuts, trenches, ditches or hazardous items will be left uncovered overnight without proper safety protection.

SECTION 3: In consideration of the rights and privileges herein granted, the Company shall collect and remit to the City annually a sum equal to one percent (1%) of the gross receipts of the Company on recurring local service revenues for services provided within the corporate limits of the City, provided that there shall be credited against such sum being paid to the City the amount of all taxes, licenses, fees and other impositions (except ad valorem taxes and amounts for assessments for special benefits, such as sidewalks, street pavings and similar improvements, and occupational license taxes) levied or imposed by the City upon the Company and paid during the fiscal year as defined herein. Payment

shall be made to the City for each of the years that this permission is in effect and shall be based on the receipts of the Company for the fiscal year. For the purposes of this payment such fiscal year shall end one (1) year from the last day of the month in which the permission becomes effective. The annual payment shall be made to the City in four (4) installments. The first, second, and third installments of the annual payment shall be based upon such gross receipts for the first, second and third quarters, respectively, of the fiscal year and shall be made within two (2) months following the end of these periods. The fourth installment of the annual payment shall be made within two (2) months of the end of such fiscal year, shall be based upon such gross receipts for the fiscal year but shall be adjusted to reflect payment of the first three (3) installments.

SECTION 4: If the City wishes to verify the payments to the City under this Ordinance, the Company shall permit the City or a designated representative of the City, upon reasonable advance written notice, to review the Company's billing and payment records, upon which the payments were based, during normal business hours at the location of the Company where such records are maintained. However, no Company records may be duplicated or taken from the Company's premises, and the City shall maintain the confidentiality of the information disclosed in these records and use the information solely for the purposes of verifying payments by the Company. Such Company records shall be maintained by the Company for the period prescribed by the Federal Communications Commission and/or the Florida Public Service Commission.

SECTION 5: The Company shall indemnify the City against and assume all liabilities for damages which may arise or accrue to the City for any injury to persons or property from the doing of any work herein authorized, or neglect of the Company or any of its employees to comply with any ordinance regulating the use of

the streets of the City, and the acceptance by the Company of the is Ordinance shall be an agreement by it to pay the City any sum of money for which the City may become liable from or by reason of such injury.

SECTION 6: The Company shall file with the City Clerk its acceptance of this Ordinance within sixty (60) days from the date of its final passage.

SECTION 7: Nothing in this Ordinance shall be construed as a surrender by the City of its right or power to pass ordinances regulating the use of its streets.

SECTION 8: The permission granted by this Ordinance, if accepted by the Company, shall be in force and effect for a term of 15 years from and after January 6<sup>TH</sup>, 1992; provided, however; by written notice within ninety (90) days prior to the tenth anniversary hereof, either party may commence negotiations for modification of the consideration paid by the Company to the City as set forth in Section 3 herein. If new terms cannot thereafter be agreed upon, either party may terminate this agreement upon an additional ninety (90) days notice to the other party.

SECTION 9: All ordinances or parts or ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 9-A: The provisions of this Ordinance shall be construed to be severable and the holding of any provision hereof invalid or unconstitutional shall in no wise effect the remaining portions of this Ordinance.

SECTION 9-B: During the period for which this permission is granted, the Company shall comply with all present and future applicable laws, rules and regulations, and all amendments thereto, promulgated by any federal, state or local authority of competent jurisdiction.

SECTION 10: This Ordinance shall not be codified.

SECTION 11: This Ordinance shall take effect immediately

upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Springfield, Florida this 6<sup>TH</sup> day of JANUARY, 1992.

J.B. East  
Mayor

ATTEST:

[Signature]  
City Clerk

EXAMINED AND APPROVED by me this 7<sup>TH</sup> day of JANUARY, 1992.

[Signature]  
Mayor

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