

ORDINANCE NO. 18

AN ORDINANCE GRANTING CLINTON-SHIRLEY TELEPHONE COMPANY ITS SUCCESSORS AND ASSIGNS THE RIGHT TO OPERATE, EXTEND AND TO USE THE STREETS, AND LANES OF SAID TOWN FOR THE USE AND OPERATION OF TELEPHONE SYSTEM IN SAID CITY.

WHEREAS, the Clinton-Shirley Telephone Company having its domicile and place of business at Clinton, Van Buren County, Arkansas, and now owns and is now operating a telephone system in Clinton, Arkansas and desires to continue to do so operate and maintain said telephone system and to extend same for the purpose of furnishing telephone accommodations to said people of the town of Clinton, Arkansas.

WHEREAS, the City Council of the Incorporated Town of Clinton has requested that the said Clinton-Shirley Telephone secure a franchise.

NOW, THEREFORE, be it ordained and enacted by the Mayor and the City or Town Council of the incorporated Town or City of Clinton, Arkansas.

SECTION 1. The word "Grantee" as herein used shall mean and denote the Clinton-Shirley Telephone Company and its successors assigns.

SECTION 2. The said Grantee is hereby given and granted the right and privilege and exclusive franchise to erect, extend, acquire, maintain and operate a system of telephone poles, wire and all other necessary accessories, together with its machinery and plant, within the incorporated Town of Clinton, Van Buren County, Arkansas, together with the right to use the streets, alleys, lanes, squares public places and grounds of said Town for the purpose of supplying said Town of Clinton, Arkansas and the dwellers and inhabitants therein with telephone current and to convey said telephone current across and through said town or city.

(continued)

SECTION 3. The Grantee herein is hereby given the right to supply the incorporated Town or City of Clinton, Arkansas and the residents and inhabitants thereof with telephone services for all purposes and to make and accept contracts with the Town of Clinton, Arkansas, and the residents and inhabitants thereof for the supplying of telephone service, said contracts to be made with said City Council and with the residents and inhabitants as it may desire to contract with.

SECTION 4. The Grantee shall render service in the incorporation town of Clinton, Arkansas to any inhabitant who lives in said town provided that Grantee shall not remain unpaid by said inhabitant for 10 days.

SECTION 5. Grantee shall place its poles and all other equipment at such places in said City as will not interfere with traffic or the uses of the streets and alleys of said City or Town and shall hold the city harmless for all claims for damages resulting from actionable negligence on the part of the Grantee by reason of any injury or accident caused by such negligence.

SECTION 6. The Grantee will undertake to regulate and supply the proper telephone services and in fact, all its productions in the proper amount at all times to the inhabitants of said City.

SECTION 7. The Grantee herein is hereby given the rights and privileges to use the streets and alleys, and the exclusive right to so use the streets and alleys for the purposes above set out; and is also given the right to assign or transfer its property and all contracts to anyone person or corporation having authority to conduct such business in Arkansas, with full authority to the assignee or transferee to enjoin to use the same and in like manner and to the same extent as the Grantee herein.

SECTION 8. The rights, privileges and exclusive franchise granted to the Grantee hereunder which is for the period of 20 years from and after the passage and approval of this ordinance.

(continued)

SECTION 9. In making contracts with the Town of Clinton, or the consumers thereof the Grantee shall be limited to the following prices and rates:

One dollar and fifty cents per month for each resident and two dollars per month for each business telephone, so long as operated with the present equipment such as common wall and desk telephone and plain metallic open wire service.

SECTION 10. The franchise herein provided for shall be in full force and effect from and after its passage and approval and after consummation of contract by the Grantee.

HENRY ROWE, Mayor.

BURT BRADLEY, Recorder.