

AN ORDINANCE GRANTING TO FLORENCE CABLE T V A FRANCHISE TO STRETCH WIRES AND CABLES AND APPURTENANT STRUCTURES OVER AND UNDER THE STREETS AND ALLEYS OF THE CITY OF DUNES CITY, AND TO MAINTAIN AND USE THE SAME AS A COAXIAL CABLE DISTRIBUTION SYSTEM FOR TELEVISION AND OTHER SIGNAL DISTRIBUTION TO SUBSCRIBERS' RESIDENCES AND TO BUSINESS AND PUBLIC ESTABLISHMENTS FOR TEN YEARS WITH AN OPTION FOR AN ADDITIONAL TEN YEARS, REGULATING THE RATES OF SUCH SERVICE, AND DECLARING AN EMERGENCY

THE CITY OF DUNES CITY DOES ORDAIN:

Section 1. The City of Dunes City, hereinafter designated as "City", does hereby grant to Florence Cable T V hereinafter designated as "Company", the right, privilege and authority and franchise to operate in, over, upon, and under the street, alleys and public highways and avenues of the City of Dunes City, Lane County, Oregon, and to erect antennas and other appurtenances thereon and to maintain and use the same as a coaxial cable subscription system for television and other signal distribution to subscribers' homes and business establishments within the City of Dunes City.

Section 2. That any existing contracts or agreements between Company and any other person, firm, corporation, partnership or other entity relative to the use of existing poles and transmittal facilities or any other facilities, any of which may have been the subject of a franchise right given by the City to said entity, shall be made a part thereof by incorporation and, before this ordinance is finally passed, shall be appended to and made a part thereof.

Section 3. All poles, cables, wires, antenna or other appurtenances shall be constructed and erected in a workmanlike manner. Nothing in this ordinance shall be construed to prevent the City from sewerage, planking, bridging, grading, altering, or otherwise improving any of the streets of the City. This ordinance shall further not be so construed as to deprive the City of any rights or privileges which it has now or which may be conferred upon it to regulate the use and control of streets. The City shall further have, at all times, the right to make use of the poles of said Company for the wires, cables, or conductors for any and all city-owned wire systems provided that such a use does not conflict with Company's prior occupancy. In the event any of the Company's poles, cables, wires, antenna, or other appurtenances interfere with any future use that the city desires to make of its streets or alleys, the Company shall, at its own expense, promptly relocate any poles, cables, wires, antenna, or other appurtenances upon being notified so to do.

That any rights granted hereunder shall always be subject to the right of the public to free use of public property, and that nothing herein shall be construed as granting any right that may interrupt or infringe upon the free use of the people.

Section 4. That all installations made under the authority granted in this franchise shall be made in such a manner as to conform to any and all applicable regulations now in force or which may be enacted in the future for the public health, safety and welfare of the City of Dunes and its inhabitants.

Section 5. Subject to possible cancellation for default by the Company and the right of first refusal to renew this franchise after the ten years with an option for an additional ten years period herein granted as hereinafter more particularly set forth, the rights, privileges and franchise herein granted shall cease and terminate ten years with an option for an additional ten years after the effective date of this ordinance, and the Company shall, within thirty (30) days after the effective date of this Ordinance, file with the City Recorder its written acceptance of the obligations contained herein, and its agreement to abide with any regulations herein imposed.

Section 6. The Company agrees and promises to have developed, constructed, installed and be maintaining the necessary coaxial cable and have service available to residents within the City of Dunes City within a reasonable length of time from the date of passage of this franchise ordinance or at that time the rights, privileges, and franchise herein granted shall automatically cease and terminate.

Section 7. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the aerial cables or wires or other apparatus of the Company, to permit the passage of any building, machinery, or other object, the said Company will perform such rearrangement on seven (7) days' written notice from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of such official as the City may designate, shall detail the route of movement of the building, machinery or other objects, shall provide that the costs incurred by the Company in making such rearrangements of its aerial plant will be borne by the person or persons giving said notice, and shall further provide that the persons or person giving said notice will indemnify and save the Company harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the aerial plant of the Company.

Section 8. It shall be lawful for said Company to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways in the City for the purpose of placing, erecting, lawing, and maintaining poles or other supports or conduits for said wires or repairing, renewing, or replacing same. Said work shall be done in compliance with the necessary rules, regulations, ordinances, or orders which may, during the continuance of the franchise, be adopted from time to time by the City of its lawfully constituted agents. Whenever Company shall disturb any of the streets for the purposes aforesaid, it shall restore the same to good order and condition as soon as practicable, without unnecessary delay, and failing to do so, the City shall have the right to fix a reasonable time within which such repairs and restoration of streets shall be completed, and upon failure of such repairs being made by Company, the City shall cause such repairs to be made at the expense of said Company.

Section 9. Whenever it becomes necessary to temporarily or permanently rearrange, remove, lower, or raise the aerial cables or wires or other apparatus of the Company to permit the City or its lawfully constituted agents to sewer, grade, plank, rock, pave, repair, alter or improve any of the streets, alleys, avenues, thoroughfares and public highways within the City, the said Company will perform such rearrangement on seven (7) days written notice from the City, at no expense to the City.

Section 10 The Company shall indemnify and save the City free and harmless from any liability, loss, cost, damage, or expense from accident or damage, either to itself or to persons or property of others, which may occur by reason of the exercise of the rights and privileges herein granted. As a prerequisite for the herein ordinance to become effective, said Company shall provide a Certificate of Insurance, showing premiums prepaid for period of one year, and indicating liability coverage, and naming City as co-insured, for the following:

- (a) Bodily injury Liability Insurance with limits of \$100,000.00, each person, and \$200,000.00 each occurrence; and
- (b) Property Damage Liability Insurance with limits of \$50,000.00 each occurrence and \$100,000.00 aggregate.

Section 11. Assignment and renewals - No assignments of herein franchise shall be permitted on part of Company, without the prior written approval of the City having been obtained.

Upon expiration of the ten years with an option for an additional ten years term, the Company shall have first privilege of renewal, for an additional period of ten years on any terms and fees offered by a third party which terms and fees are acceptable to the Council.

Section 12. Company shall pay to City, on or before February 10th of each year, an amount equal to two and one-half (2½%) per cent of the gross income for the preceding calendar year during the life of this franchise, which gross income shall include all sums received by Company for services rendered or rentals received for any part of the rights exercised under this franchises. This annual payment shall be based on the gross income for the twelve months preceding December 31st of each year. There shall not be included in the gross income those sums received by Company for installation, construction or connection work during the first five years of this franchise.

Section 13. The hereinafter set forth maximum rates and charges shall be in force during the first five years of the life of this franchise. At the end of each five year period during the life of this franchise and any extension thereof, the maximum rates and charges will be readjusted to an amount mutually acceptable to the City and to the Company. In the event that an agreement concerning rate adjustments cannot be mutually agreed upon between the two parties, then in that event, the City shall choose one arbitrator and the Company shall choose one arbitrator and these two arbitrators shall choose a third arbitrator who shall thereafter hear the proposals of each party and shall by majority vote determine and set the maximum rates and charges and the decision of this board of arbitrators shall be final and binding upon both the City and the Company.

The maximum rates and charges which the Company, its successors or assigns, can charge or collect for services rendered or performed pursuant to this franchise are as follows:

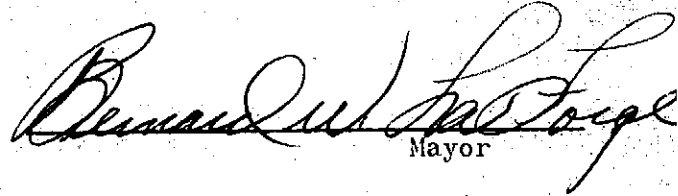
- (a) For installation and connection of its services to private residence, \$50.00 connection charge and \$6.00 per month service charge plus Federal Excise Tax or a twenty ~~five~~ ^{seven} (\$27.50) dollar connection charge and \$ 6.95 per month service charge plus tax.
- (b) For installation and connection of its services to a commercial establishment, \$50.00 hook-up charge plus \$12.00 per month service charge plus federal excise tax.
- (c) For installation and connection of its services to hotels and motels, there shall be an initial connection charge of \$50.00 first unit, and \$25.00 for each additional connection, and \$6.00 per month first connection and \$2.00 for each additional unit.

Section 14. The City also reserves the right to consider the situation of the area and streets served by Company's lines and installations, and to make recommendations for service to other areas not being served, at any given time. It is agreed that Company will attempt to serve as many people and area as it is physically and economically possible for it so to do, and that it is also agreed that Company will serve all areas without discrimination, provided customer may be required to contribute the added cost of construction.

Section 15. The Company shall at all times fully and faithfully perform all the terms, provisions, and conditions of this franchise or grant and furnish efficient service hereunder, and maintain its property in good order and repair throughout entire term of the grant, and upon any default by the Company hereunder, and the continuance of such default for a period of thirty (30) days from and after the receipt of notice from the City specifying such default, said City may, by ordinance and for good cause shown, forfeit this grant or franchise and all further rights of the Company, its successors or assigns, hereunder.

Section 16. Inasmuch as the objects of this ordinance will be of great benefit to the people of the City of Dunes City, and there is and exists an urgent necessity that this ordinance should take effect as soon as possible, in order to protect the health, peace and safety of the inhabitants of the City of Dunes City, an emergency is declared to exist, and this Ordinance therefore shall be in full force and operative immediately after its passage by the unanimous vote of all members of the Common Council present, and not less than four members thereof.

PASSED by the Common Council this 18th day of November, 1968.


Mayor

ATTEST:


City Recorder

ORDINANCE NO. 47

AN ORDINANCE AMENDING ORDINANCE NO. 26, TO INCREASE THE
MAXIMUM FEE CHARGEABLE BY FLORENCE CABLE TV

DUNES CITY ORDAINS AS FOLLOWS:

ORDINANCE NO. 26 is hereby amended in the following
particular;

Paragraph (a) of Section 13, which reads on the date of
enactment of this Ordinance as follows:

"For installation and connection of its services to
private residence, \$50.00 connection charge and \$6.00
per month service charge plus Federal Excise Tax or
a twenty-seven dollar and fifty cent (\$27.50)
connection charge and \$6.95 per month service charge
plus tax."

Is hereby amended to read:

- (a) For installation and connection of it's services
to a private residence, a connection charge not
to exceed Twenty-seven Dollars and Fifty Cents
(\$27.50) and a monthly service charge of Seven
Dollars and Fifty Cents (\$7.50) plus Federal
Excise Tax if any.

In all other respects Ordinance No. 26 to remain unchanged.

EMERGENCY CLAUSE:

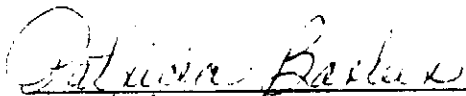
It being requested that the enactment of this Ordinance be effective on the First day of September, 1976, and the Council finding that the rate increase herein allowed is uniform as between the area outside the City of Florence and the City of Dunes City, an emergency is hereby declared to exist and this Ordinance to be effective on the First day of September, 1976.

DATED this 12th day of August, 1976.



Robert R. Read, Mayor

Attest:



Patricia Barber
City Recorder

* * * * *

Name	Aye	Nay
Brown	X	
Coyne	X	
Ellson	X	
Merz	X	
Petersdorf	X	
Premer	X	
Read	X	