

ORDINANCE NO. 401

AN ORDINANCE AMENDING ORDINANCE NO. 352, WHICH IS TITLED "AN ORDINANCE GRANTING TO GTE - NORTHWEST, INCORPORATED, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO MAINTAIN POLES, WIRE, AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES IN CERTAIN STREETS, ALLEYS, AVENUES, THOROUGHFARES, AND PUBLIC HIGHWAYS OF THE CITY OF WILSONVILLE, OREGON, AND TO CONDUCT A GENERAL COMMUNICATIONS BUSINESS WITHIN THE SAID CITY OF WILSONVILLE, OREGON"

WHEREAS, Section 7 of Ordinance No. 352, whose title is set forth above provides "...in the event that during the term hereof, the Grantee (G.T.E. - Northwest, Incorporated), agrees in a negotiated franchise to pay any City in Oregon a percentage rate exceeding that provided for herein (3% as set forth in Section 6), said increased rate of compensation shall thereafter be payable to the City and this ordinance and franchise shall be amended accordingly"; and

WHEREAS, it appears that Grantee is paying five percent (5%) franchise fee to another city in Oregon; and

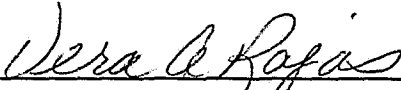
WHEREAS, the Wilsonville Budget Committee has conducted public hearings concerning proposed revenues and expenditures of the City of Wilsonville and has recommended that the franchise fee paid by Grantee be increased from three percent (3%) to five percent (5%).

NOW, THEREFORE, THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

1. Section 6 of Ordinance No. 352 is amended by replacing the phrase "three percent (3%)" with "five percent (5%)".
2. This amendment shall be effective as of September 1, 1992.

SUBMITTED to the City Council and read for the first time at a special meeting thereof on the 29th day of June, 1992 and scheduled for the second reading at a regular meeting of the Council on the 20th day of July, 1992, commencing at the hour of 7:00


p.m. at the Wilsonville Community Development Department office.


VERA A. ROJAS, CMC/AE, City Recorder

ENACTED by the City Council on the 20th day of July, 1992 by the following
votes: YEAS: 4 NAYS: 0.


VERA A. ROJAS, CMC/AE, City Recorder

DATED and signed by the Mayor this 23rd day of July, 1992.


GERALD A. KRUMMEL, Mayor

SUMMARY of Votes:

Mayor Krummel	<u>YEA</u>
Councilor Chandler	<u>YEA</u>
Councilor Carter	<u>YEA</u>
Councilor Lehan	<u>YEA</u>
Councilor Van Eck	<u>ABSENT</u>

ORDINANCE NO. 352

AN ORDINANCE GRANTING TO GTE - NORTHWEST, INCORPORATED, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO MAINTAIN POLES, WIRES, AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES IN CERTAIN STREETS, ALLEYS, AVENUES, THOROUGHFARES, AND PUBLIC HIGHWAYS OF THE CITY OF WILSONVILLE, OREGON, AND TO CONDUCT A GENERAL COMMUNICATIONS BUSINESS WITHIN THE SAID CITY OF WILSONVILLE, OREGON.

THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

Section 1: There is hereby granted by the City of Wilsonville to GTE - Northwest, Incorporated, a Washington Corporation, its successors and assigns, the right and privilege to conduct a general communication business within the said City of Wilsonville and to place, erect, lay, maintain, and operate in, upon, under, and over certain streets, alleys, avenues, thoroughfares, and public highways within the said City, poles, wires, and other appliances and conductors for the transmission of electricity for communication purposes. Such new wires and other enlarged appliances and conductors shall be laid underground in pipes or conduits or otherwise protected unless the City expressly waives such requirements by action of the City Council. Grantee shall have the right to maintain existing above-ground poles, wires, and other appliances and conductors, but whenever these existing facilities are to be substantially enlarged or expanded, then they shall be placed underground unless the City expressly waives such requirements by action of the City Manager.

Section 2: It shall be lawful for Grantee to make all needful and necessary excavations in any of said streets, alleys, avenues, thoroughfares, and public highways but on the following conditions:

- A. An application for the required excavations shall first be filed with the City Manager and a permit issued by the City which may specify the time when and the conditions under which the work is to be done. If work is to be performed in emergency situations for repair and restoration of service, the City shall be notified at first practical

date as to exact nature and location of said emergency work.

- B. Said work shall be done in compliance with the rules, regulations, ordinances,, and order which have been heretofore or which may hereafter be made or required by the City.

Section 3: Whenever Grantee shall disturb any of the streets, alleys, avenues, thoroughfares, and public highways for the purposes aforesaid, it shall restore the same in good order and condition as soon as practicable without any unnecessary delay and failing to do so, City shall have the right to fix a reasonable time within which such repairs and restorations shall be completed and upon failure of such repairs and restoration being made by Grantee, City shall cause such repairs to be made at the expense of Grantee. The Grantee hereby agrees and covenants to indemnify and save harmless the City and the officers thereof against all damages, costs, and expenses whatsoever to which it or they may be subjected in consequence of negligence of the Grantee, or its agents or servants, in any manner arising from the right and privileges hereby granted.

Section 4: The City, by its properly constituted authorities, shall have the right to cause the Grantee to move the location of any pole, underground conduit, or equipment belonging to Grantee whenever the relocation thereof shall be for public necessity, and the expense thereof shall be paid by the Grantee. Whenever it shall be of public necessity to remove any pole, underground conduit, or equipment belonging to Grantee or on which any wire or circuit of the Grantee shall be stretched or fastened, the Grantee shall, upon written notice from the City, or its properly constituted authorities, meet with City representatives and agree in writing to a plan and date certain to remove such pole, underground conduit, equipment, wire, or circuit, at Grantee's expense, and if the Grantee fails, neglects, or refuses to do so, the City, by its properly constituted authorities, may remove the same at the expense of the Grantee.

Section 5: Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant as the necessities of the case require; provided, however, that the person or persons desiring such rearrangement, removal, lowering, or raising shall pay the entire actual cost to Grantee of changing, altering, moving, removing, re replacing its wires, cables, or other plant and shall deposit in advance with Grant a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing, replacing of said wires, cables, or other plant, except as may be occasioned through the sole negligence of Grantee. Grantee shall be given not less than ninety-six (96) hours written notice by the party desiring such action by Grantee. Said notice shall detail the route of movement by any building or other

objects over and along the streets, alleys, avenues, thoroughfares, and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time.

Section 6: In consideration of the rights and privileges hereby granted, City shall have, and Grantee hereby grants to it, the right and privilege to suspend and maintain wires and necessary control boxes on poles placed by the Grantee in the streets and other places aforesaid, or if such wires are placed underground, to place and maintain in the pipes, conduits, or other facilities of Grantee, if space therein is available wires which City may require for fire, police, and other public safety purposes. All such wires shall be placed on the poles or in conduits so as not to interfere with communication service and shall not carry currents or voltage dangerous to telephone plants or telephone users and all installations, maintenance, and repairs shall be subject to the rules, regulations, and supervision of the Grantee. City agrees in consideration of the establishment of this service and the furnishing of such facilities to hold Grantee entirely free and harmless from all claims or liability for damage which may arise out of the operation of these special services.

As further consideration Grantee agrees to pay to City three percent (3%) of the gross annual revenue for local exchange service rendered subscriber within the City limits, such revenue to be determined in accordance with the lawful rates and rate groupings applicable to the exchange, exclusive of the extended area service. Such payments shall be made by Grantee on or before March 15 of each year for the calendar year preceding and the first and last payments shall be for that fractional part of the calendar year during which this franchise is in effect.


Section 7: It is understood and agreed that the percentage to be paid to the City by Grantee under the terms and provisions of Section 6 above is the standard franchise fee paid by the Grantee to other cities it serves for the rights, privileges, and franchises of the nature contemplated herein, and in the event that during the term hereof the Grantee shall agree in a negotiated franchise to pay any city in Oregon a percentage rate of compensation exceeding that provided for herein, said increased rate of compensation shall thereafter be payable to the City and this ordinance and franchise shall be amended accordingly.

Section 8: The rights, privileges, and franchise hereby granted shall continue and be in full force for a period of five (5) years beginning June 2, 1989. However, this ordinance shall be inoperative unless it is accepted in writing by the Grantee within sixty (60) days after the date of its passage.

Section 9: All ordinance and parts of ordinances of previous date, insofar as the same are in conflict herewith, are hereby repealed and annulled. This ordinance is


intended to be a successor ordinance to Ordinance No. 266 and to take effect immediately upon the expiration of Ordinance No. 266, therefore an emergency is declared and this ordinance shall take effect immediately upon its final reading and passage by the Wilsonville City Council, nunc pro tunc June 2, 1989.

SUBMITTED to the City Council and read for the first time at a regular meeting thereof on the 15th day of May, 1989, and scheduled for a second reading at a regular meeting of the Council on the 5th day of June, 1989, commencing at the hour of 7:30 o'clock p.m. at the Wilsonville City Hall.

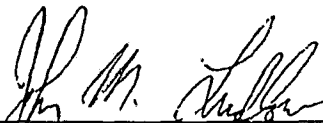

VERA A. ROJAS, City Recorder

ENACTED by the Council on the 5th day of June, 1989, by the following votes:

AYES: 3 NAYS: 0


VERA A. ROJAS, City Recorder

DATED and signed by the Mayor this 5th day of June, 1989.


JOHN M. LUDLOW, Mayor

SUMMARY of Votes:

Mayor Ludlow	<u>Absent</u>
Councilor Chandler	<u>Absent</u>
Councilor Clarke	<u>Aye</u>
Councilor Dant	<u>Aye</u>
Councilor Edwards	<u>Aye</u>



GTE Northwest Incorporated

1000 11th Street
Portland, Oregon
Telephone 503-241-1000

March 14, 1989

Pete Wall
City Manager
City of Wilsonville
P. O. Box 220
Wilsonville, Oregon 97070

Dear Mr. Wall:

RE: Franchise, GTE-Northwest, Incorporated

The franchise between the City of Wilsonville and GTE-Northwest, Incorporated, for telecommunications operations expires on 1 June 1989.

There is one change that GTE-Northwest, Incorporated, would like to make. We have had a change in our company name from General Telephone Company of the Northwest, Inc. to GTE-Northwest, Incorporated. Would you please make this change in the new franchise.

Thank you.

Sincerely,

Gregg J. Leonetti
Service Manager
Tigard