

ORDINANCE NO. 873

AN ORDINANCE granting to Pacific Northwest Bell Telephone Company, hereinafter sometimes referred to as "grantee", its successors and assigns the right and privilege to do a general communication business and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares, and public highways, places and grounds within the City of Prineville poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes.

THE CITY OF PRINEVILLE, OREGON ORDAINS AS FOLLOWS:

Section 1. There is hereby granted by the City of Prineville to Pacific Northwest Bell Telephone Company, its successors and assigns, the right and privilege to do a general communication business within said City of Prineville and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares, and public highways places and grounds within the said City, poles wires and other appliances and conductors for all telephone, telegraph and other communications purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the grantee, its successors and assigns, may be laid underground, and such other apparatus may be used as may be necessary or proper to operate and maintain the same.

Section 2. It shall be lawful for said Pacific Northwest Bell Telephone Company, its successors and assigns, to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways, places and grounds in said City for the purpose of placing, erecting, laying and maintaining poles, or other supports or conduits for said wires and appliances and auxiliary apparatus or repairing, renewing or replacing the same. Said work shall be done in compliance with the necessary rules, regulations, ordinances or orders, which may during the continuance of this franchise be adopted from time to time by the City of Prineville.

Section 3. Whenever Pacific Northwest Bell Telephone Company, its successors and assigns, shall disturb any of the streets for the purpose aforesaid, it or they shall restore the same to good order and condition as soon as practicable without unnecessary delay, and failing to do so the City of Prineville 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 said Company, its successors and assigns, the said City shall cause such repairs to be made at the expense of said Pacific Northwest Bell Telephone Company, its successors and assigns.

Section 4. Nothing in This Ordinance shall be construed in any way to prevent the proper authorities of the City of Prineville from sewerage, grading, planking, rocking, paving, repairing, altering, or improving any of the water systems, streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Prineville in or upon which the poles, wires or other conductors of said company shall be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes, or other apparatus. The City shall not require the Company to remove or relocate its facilities or vacate any street, alley or other public way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Company's right therein or without requiring Company to be compensated for the costs thereof.

Section 5. 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 moved over the roads, streets, alleys, avenues, thoroughfares and public highways within the City, the Company will perform such a rearrangement within a reasonable period after written notice from the owner or contractor-mover desiring to move said building, machinery or other objects. Said notice shall bear the approval of the Engineer for the City, shall detail the route of movement of the building, machinery, or other object, shall provide that the costs incurred by the Company in making such a rearrangement of its aerial facilities will be borne by the contractor-mover and shall further provide that the contractor-mover 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 facilities of the Company, and if required by the Company, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by the Company.

Section 6. In consideration of the rights, privileges, and franchise hereby granted, said grantee, Pacific Northwest Bell Telephone Company shall pay to the City of Prineville from and after the date of the acceptance of this franchise, and until its expiration, annually, three percent (3%) per annum of its gross local service revenues derived from services within the corporate limits of the City of Prineville less net uncollectibles and revenue paid directly by the United States of America or any of its agencies. The reasonable value of any utility service or the use of any Company facilities used or reserved for use by the City without charge shall be credited toward any payment due the City under this provision. Payment of said three percent (3%) shall be made on or before the fifteenth day of March of each and every year for the calendar year preceding, with the exception that in the year 1984, payment shall be made only for the period

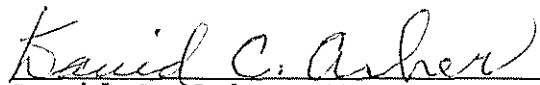
commencing on the date this franchise becomes effective and ending December 31, 1984; and such 3% payment made by the grantee will be accepted by the City of Prineville from the grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation, or any permit or inspection fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter to be imposed by the City of Prineville upon the grantee during the term of this franchise.

Section 7. The rights privileges and franchise herein granted shall continue and be in force for the period of 10 years from and after the date this ordinance becomes effective, except that it is understood and agreed that either party may, at anytime from and after five years from the beginning date of this franchise, terminate this agreement upon 6 month's notice in writing.

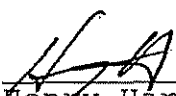
Section 8. It being deemed by the City Council of the City of Prineville that an emergency exists, this Ordinance shall be in full force and effect from and after its passage and approval by the City Council and Mayor.

Passed and adopted by the Council this 10th day of January, 1984.

Approved by the Mayor this 10th day of January, 1984.

  
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David C. Asher, Mayor

ATTEST:

  
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Henry Hartley, City Administrator  
Recorder