

ORDINANCE NO. 11-1012

AN ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO TW TELECOM OF OREGON LLC TO OCCUPY THE RIGHTS OF WAY WITHIN THE CITY OF OREGON CITY AND DECLARING AN EMERGENCY

OREGON CITY MAKES THE FOLLOWING FINDINGS:

WHEREAS, Title 13 of the Oregon City Municipal Code governs the construction and franchising of telecommunications carriers operating within the City and desiring to occupy City rights of way; and

WHEREAS, tw telecom of oregon llc, has requested registration and a franchise to place and maintain telecommunications facilities in the rights of way within the City; and

WHEREAS, the City has reviewed the request and application filed by tw telecom of oregon llc, and finds that the company has the requisite authority to provide these services and that the level of impact on the City's rights of way will be acceptable, and the City Commission therefore desires to issue a franchise; now, therefore,

OREGON CITY ORDAINS AS FOLLOWS:

Section 1: Franchise Grant.

a. Subject to the terms and conditions contained herein, the City of Oregon City does hereby grant to tw telecom of oregon llc (hereinafter "Grantee") a telecommunications franchise to locate its facilities within the rights of way of the City.

b. Such grant is subject to all of the laws and ordinances of the City of Oregon City and the State of Oregon in existence at the time of this franchise grant or hereafter enacted.

c. The scope of this grant allows the installation, maintenance and repair of facilities by Grantee in the City's rights of way to provide telecommunications services. In the event the nature of the services provided is proposed for modification, Grantee shall be required to obtain an additional or revised franchise from the City to the extent required by law.

Section 2: Construction standards. The construction standards of Title 13 of the Oregon City Municipal Code, as well as any other applicable construction standards in existence at the time of this franchise grant or hereafter enacted, shall apply to all work performed by the Grantee in City rights of way.

Section 3: Franchise Fee. The annual franchise fee payable to the City shall be as follows:

- a. The greater of five percent (5%) of its gross revenues earned from the provision of telecommunications services to customers in the City or the Minimum Annual Fee. "Gross revenues" shall mean any and all revenue, of any kind, nature or form, without deduction for expense, less net uncollectibles, subject to all applicable limitations imposed by federal or state law. The "Minimum Annual Fee" shall be:

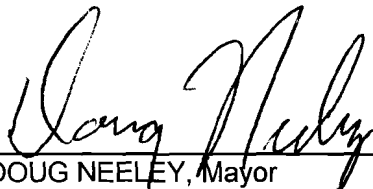
Year 1	2	3	4	5	6	7	8	9	10
\$3,000	\$3,000	\$4,250	\$5,500	\$6,750	\$8,000	\$9,250	\$10,500	\$11,750	\$13,000

- b. In addition to the fee required in Section 3a, provided that Grantee has telecommunications customer(s) within the City, Grantee shall pay \$2.75 per lineal foot of Grantee's facilities located within City rights of way that are constructed or installed for any purpose other than providing telecommunications service to customers in the City. The fee required in this Section 3b shall be calculated based on the total lineal feet of Grantee's facilities in the City rights of way, less the lineal feet of facilities between the central office in the City used by Grantee and any existing Grantee customer(s) as of the date the franchise fee comes due, provided that in no event shall the same facilities be counted twice for purposes of calculating the lineal feet of facilities.
- c. If Grantee ceases to provide telecommunications services to all customers in the City, Sections 3a and 3b shall not apply and Grantee shall pay a franchise fee of \$2.75 per lineal foot of Grantee's facilities located within City rights of way.
- d. The franchise fee required in this Agreement shall be paid quarterly, in arrears, for each quarter during the term of the license. The franchise fee shall be due and payable within forty-five (45) days of the end of each calendar quarter.

Section 4: Term. The term of this franchise shall be ten (10) years. It shall be effective immediately, provided Grantee complies with Section 5.

Section 5: Acceptance. The grant of franchise herein is conditioned upon Grantee's acceptance of all terms and conditions hereof in writing in a form acceptable to the City within thirty (30) days of Commission enactment of this Ordinance.

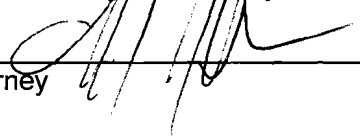
Read for the first and second time at a regular meeting of the City Commission held the 16th day of November, 2011, and the foregoing ordinance was finally enacted by the City Commission on the 16th day of November, 2011.


DOUG NEELEY, Mayor

Attested to this 16th day of November 2011,


Nancy Ide, City Recorder

Approved as to legal sufficiency:


City Attorney

ACCEPTANCE

City Recorder
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

This is to advise the City of Oregon City, Oregon that *tw telecom of oregon llc*, (the "Grantee") hereby accepts the terms and provisions of Ordinance No. 11-1012, passed by the City Commission on November 16, 2011 (the "Franchise") granting a Franchise for ten (10) years to Grantee. The Grantee agrees to abide by each and every term of the Franchise. The undersigned has full power and authority to accept the Franchise and to bind the Grantee to the terms thereof.

tw telecom of oregon llc
by: tw telecom holdings inc.,
its sole member

BY *Tina Davis*
TITLE **Tina Davis**
Senior Vice President
DATE **Deputy General Counsel**
11-9-11

This Acceptance was received by the City of Oregon City on November 16, 2011.

Nancy Ide
City Recorder

tw telecom - Oregon City Proposed Fiber Route

November 2011

