

56-79-11
56-79-5

ORDINANCE NO. 1464

AN ORDINANCE GRANTING TO UNITED TELEPHONE COMPANY OF THE NORTHWEST THE RIGHT TO CONDUCT A GENERAL TELEPHONE AND COMMUNICATIONS BUSINESS WITHIN THE CITY OF HOOD RIVER AND THE RIGHT TO PLACE, ERECT, LAY, MAINTAIN, OPERATE, REPAIR, REMOVE OR REPLACE IN, OVER, UPON AND UNDER THE STREETS, ALLEYS, THOROUGHFARES, PUBLIC HIGHWAYS AND PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HOOD RIVER, POLES, CONDUITS, WIRES, CABLES, APPLIANCES, CONDUCTORS, AND OTHER FACILITIES FOR ALL SUCH PURPOSES; REQUIRING COMPLIANCE WITH ORDINANCES OF THE CITY OF HOOD RIVER; PRESCRIBING THE TERM OF THE FRANCHISE AND THE RIGHTS OF THE CITY OF HOOD RIVER TO TERMINATE SUCH FRANCHISE, AND REPEALING ORDINANCE NO. 1075.

THE CITY OF HOOD RIVER ORDAINS AS FOLLOWS:

Section 1. The City of Hood River, hereinafter termed "City", grants to UNITED TELEPHONE COMPANY OF THE NORTHWEST, its successors and assigns, all hereinafter termed the "grantee", for a period of ten (10) years from and after the effective date of this ordinance, the right to conduct a non-exclusive general telephone and communications business within the corporate limits of the City and to place, erect, lay, maintain, and operate, repair, remove and replace in, over, upon and under the streets, alleys, avenues, thoroughfares, highways and public places, all hereinafter termed "streets" within the City of Hood River, poles, conduits, wires, cables, conductors and other appliance, all hereinafter termed the "facilities", for all telephone and other communication purposes. Any such facilities using the streets shall be placed and maintained in accordance with reasonable regulations of the Council of the City of Hood River and any other governmental authority having jurisdiction thereof. Such facilities may be strung on poles and other fixtures above ground or, at the option of the grantee, may be laid underground in pipes or conduits, or be otherwise protected. Such other apparatus may be used as may be necessary

or proper to operate and maintain the facilities.

Section 2. It shall be lawful for the grantee to make all needful excavations in the streets in the City for the purpose of placing, repairing and maintaining the facilities and for laying the same underground. Said work shall be done in compliance with such reasonable rules, regulations and ordinances as may, during the continuance of this franchise, be prescribed by the Council of the City.

Section 3. Whenever grantee shall disturb any of the streets in the City for any of the purposes aforesaid it shall restore the same to as good order and condition as soon as practicable after the completion of such work, and without unnecessary delay, as existed prior to the commencement of such work; and should the grantee fail so to do, then the City upon giving the grantee fifteen (15) days notice in writing of its intention so to do, may cause such repairs to be made to the streets and charge the cost thereof to and collect the same from the grantee.

Section 4. The locations and methods of installation, repairing and maintenance of the facilities and the exercise of the rights by the grantee under the terms of this franchise shall be subject at all times to reasonable regulation by the Council of the City. Grantee's operations and work shall be carried on so as to avoid any unnecessary interference with street or other traffic and such other use of the streets by the City or those to which the City has granted a right. Any construction, repair, or maintenance of facilities shall in no wise interfere with the City sewerage, constructing, improving or maintaining the streets of the City. Any equipment belonging to or hired by grantee which interferes with the City must be moved or removed upon receipt of fifteen (15) days written notice from the City Engineer or such officer as the Council of the City may designate. If grantee should fail to move or remove such equipment within such 15 day period, then such equipment may be moved or removed by the City, which may charge the cost thereof to and collect the same from grantee.

Section 5. The service to be furnished hereunder

by grantee shall be continuous and shall be adequate for the requirements of the City and its inhabitants, subject only to interferences or interruptions beyond the reasonable control of grantee. To insure adequate service within Hood River, grantee shall be subject to rules and regulations prescribed by the City of Hood River, however, no City rule or regulation shall conflict with any rule, regulation, or order prescribed by any state or federal government authority which exercises jurisdiction over grantee.

Section 6. Grantee shall be subject to any license fee or occupation tax now imposed or which may hereafter be imposed by the City, provided that such fee or tax shall not violate any rule, regulation, or order prescribed by a state or federal governmental authority which exercises jurisdiction over grantee.

Section 7. The City shall have the right upon reasonable notice to grantee and without payment or charge therefor to attach its fire-alarm, police, signal wires or traffic control systems and street and traffic control signs to the poles of the grantee, but at its own risk and only in accordance with good electrical practice. If there is not sufficient space available thereon for said purposes, grantee's structures may be changed, altered or re-arranged at the reasonable expense of the City so as to provide proper clearance for such wires or appurtenant facilities of the City. Such facilities shall be subject to interference by grantee only when to the extent necessary for the proper construction, maintenance, operation or repair of grantee's facilities.

Section 8. Grantee shall remove, or in the case of new construction, place all of its overhead wires and appurtenances from the streets of the City of Hood River in any designated area whenever the Council orders such action under the provisions of Sections 758.210 to 758.270 of the Oregon Revised Statutes. Grantee shall complete such removal within the time provided for under such statute; and thereafter the service of the grantee within such area shall be furnished by means of underground construction

or other means not requiring the use of overhead wires or appurtenances in the streets within said area.

Section 9. When necessary and in order to permit any duly authorized person to move any structure, machinery or object across or along any streets of the City, grantee shall temporarily raise and remove its facilities upon such street on not less than ten (10) days written notice from the person or persons desiring to move said structure, machinery or object. Such notice shall bear the approval of the City Engineer or other official as the Council may designate; shall detail the route of movement of the structure, machinery or other object and shall provide that the cost incurred by grantee in making such arrangement shall be borne by the person or persons giving such notice and shall further provide that the person or persons giving such notice shall indemnify and save the grantee harmless of and from any and all damages or claims of whatever nature caused directly or indirectly from such temporary re-arrangement of the facilities of the grantee.

Section 10. Without charge to the City grantee shall remove and change the location or position of its facilities when located in, upon, above or below the streets of the City when requested so to do by the Council of the City for the purpose of the construction or the making of improvements and/or repairs to or under any street of the City. If grantee should fail to remove facilities within a reasonable, specified time, to be not less than 15 days after receiving written notice from the City so to do, then such facility may be moved or removed by the City which may charge the cost thereof to and collect the same from grantee. The placing of all such facilities shall be under the supervision of the City Engineer or such officer as the Council of the City may designate.

Section 11. It is expressly understood and agreed by and between the grantee and the City that grantee shall save the City, its officers and employees harmless from all losses sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever resulting from negligence on the part of the grantee, its officers, agents or employees in the operation

or maintenance of its system in the City.

Section 12. Grantee shall hold the City, its contractors, agents, and employees, harmless from any damage done to its equipment or facilities as the result of movement or removal of the same, and storage thereafter, if such movement or removal is undertaken by the City under any provision of this ordinance.

Section 13. This ordinance shall be inoperative unless it is accepted in writing by the grantee within sixty (60) days after the date of its passage. In the event the grantee shall fail, neglect or refuse for thirty (30) days after demand in writing by the City to perform any or all the obligations or requirements set forth in this ordinance to be performed by the grantee, then the rights and privileges herein granted may be terminated and annuled by the City, and the grantee shall forfeit all rights and privileges hereby granted.

Section 14. Ordinance No. 1075 passed by the Council on April 7, 1958, is hereby repealed.

Read for the first time: November 13, 1979.

Read for the second time: November 27, 1979.

PASSED by the Council of the City of Hood River
this 27 day of November, 1979.

Dorothy M. Snyers
City Recorder

APPROVED by the Mayor of the City of Hood River
this 27 day of November, 1979.

Mayor Reed
President of the Council

TO THE CITY COUNCIL OF THE CITY OF HOOD RIVER, OREGON:

UNITED TELEPHONE COMPANY OF THE NORTHWEST, hereby unconditionally accepts the rights, privilege and franchise granted unto it, its successors and assigns, by that certain franchise passed by the City Council of the City of Hood River, Oregon, on the 27 day of November, 1979, designated as Ordinance No. 1464, and entitled:

AN ORDINANCE GRANTING TO UNITED TELEPHONE COMPANY OF THE NORTHWEST THE RIGHT TO CONDUCT A GENERAL TELEPHONE AND COMMUNICATIONS BUSINESS WITHIN THE CITY OF HOOD RIVER AND THE RIGHT TO PLACE, ERECT, LAY, MAINTAIN, OPERATE, REPAIR, REMOVE OR REPLACE IN, OVER, UPON AND UNDER THE STREETS, ALLEYS, THOROUGHFARES, PUBLIC HIGHWAYS AND PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HOOD RIVER, POLES, CONDUITS, WIRES, CABLES, APPLIANCES, CONDUCTORS, AND OTHER FACILITIES FOR ALL SUCH PURPOSES; REQUIRING COMPLIANCE WITH ORDINANCES OF THE CITY OF HOOD RIVER; PRESCRIBING THE TERM OF THE FRANCHISE AND THE RIGHTS OF THE CITY OF HOOD RIVER TO TERMINATE SUCH FRANCHISE, AND REPEALING ORDINANCE NO. 1075.

DATED at Hood River, Oregon, this 18th day of December, 1979.

UNITED TELEPHONE COMPANY OF THE NORTHWEST,

By Timothy J. Lopper
Title: Director - Customer Services

ATTEST:

Gorothy M. Swyers
Title: City Recorder

I hereby acknowledge receipt of acceptance on the part of UNITED TELEPHONE COMPANY OF THE NORTHWEST, of the franchise granted by the City Council of the City of Hood River, Oregon, on November 27, 1979, designated as Ordinance No. 1464.