

ORDINANCE NO. 59

THE CITY OF DETROIT DO ORDAIN AS FOLLOWS:

Section 1. The right, privilege, and franchise, subject to each and all terms and conditions contained in the Ordinance, be and the same is hereby granted to SANTIAM CABLE-VISION, INC., an Oregon Corporation herein referred to as "Grantee," to install, lay and use wire, lines, coaxial cables and appurtenances for transmitting, distributing and supplying radio and television antenna services along, across or upon the streets, ways, alleys and places of the city for a period of ten (10) years from the effective date of this ordinance subject to the time allowed for renewal as hereafter set forth.

Section 2. The franchise granted hereunder shall not become effective until written acceptance thereof shall have been filed by the grantee thereof with the Recorder of the city. When so filed, such acceptance shall constitute a continuous agreement of the Grantee that if and when the city shall annex or consolidate additional territory, this franchise and the rights and privileges granted hereby shall immediately extend to such additional territory. Grantee agrees to commence construction within 90 days after such written acceptance is furnished to the city and to complete services to prospective customers within six months from such acceptance. Upon annexation of any territory grantee agrees to complete service to prospective customers in such areas within six months.

Section 3. The construction authorized herein shall be done only in accordance with the plan of design submitted to and approved by the city of DETROIT. All poles, cables, wires and other appurtenances shall be constructed and erected in a workmanlike manner. Nothing in this Ordinance shall be construed to prevent the city from sewer-ing, bridging, grading, altering or otherwise improving 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 now has or which may be conferred upon it to regulate the use and control of streets. In the event that any of the Grantee's poles, cables, wires or other appurtenances, interfere with any future use that the city desires to make of its streets or alleys, the Grantee shall at its expense alter or remove the same upon being notified to do so. Any right granted hereunder shall always be subject to the right of the public to the free use of public property, and nothing herein shall be construed as granting any right that may interrupt or infringe upon the free use thereof by the people.

Section 4. All installations made under this authority granted herein shall be made in such a manner as to conform to any and all applicable ordinances and regulations now in force of which may be enacted in the future.

Section 5. The rights, privileges and franchise herein granted shall be valid as long as the grantee abides by the provisions of this Ordinance or any other ordinance or regulation pertaining to installation and operation of Cable Television, or until it is voluntarily surrendered or abandoned by Grantee, or condemned or purchased by some public agency, or the Grantee fails to carry out and perform the conditions of the Ordinance in all its aspects. In any event said Grantee be allowed 30 days thereafter in which to make application for renewal of said franchise.

Section 6. Whenever it becomes necessary to temporarily arrange, remove, lower or raise the serial cables, wires or other appurtenances of the Grantee, to permit the passage of any building machinery or other objects, the said Grantee will perform said rearrangement on seven (7) days written notice from the person or persons desiring to move the said building, machinery or other objects. Said notice shall bear the approval of such officials as the city may designate. City shall designate the route of movement of the building, machinery or other objects, and shall provide that the costs incurred by the Grantee in making such rearrangement of its serial plant will be borne by the person or persons giving said notice, and shall further provide that the person or persons giving said notice will indemnify and save the Grantee harmless of and from any and all damages or claims whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the serial plant of the Grantee.

Section 7. It shall be lawful for said Grantee to make all needful excavations in any such streets alleys, avenues, thoroughfare, and public highways in the city for the purpose of placing, erecting, laying and maintaining poles and other supports or conduits for said wires or for 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 said franchise, be adopted from time to time by the city or its lawfully constituted agents, whenever the Grantee shall disturb any of the streets for the purpose aforesaid, it shall be restored to the same good order and condition as soon as is practicable, without unnecessary delay, and failing to do so, the City shall have the right to fix a reasonable time within which said repairs and restoration of said streets shall be completed, and upon failure of the Grantee to make such repairs, the City may cause such repairs to be made at the expense of the Grantee.

Section 8. Whenever it becomes necessary to temporarily or permanently rearrange, remove, lower, or raise serial cables or wires or other apparatus of the Grantee to permit the City or its lawfully constituted agents to sewer, grade, rock, pave, repair, alter, or improve any of the streets, alleys, avenues, or thoroughfares or public highways within the City, the said Grantee will perform such arrangements on seven (7) days notice from the City at no expense to the City.

Section 9. The Grantee shall indemnify and save the city free and harmless from any liability, loss, cost, damage or other expense from accident or damage, either to itself or 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 Grantee shall provide a certificate of insurance, showing premiums prepaid for a period of six months, and indicating liability coverage, and naming the City as co-insured for the following minimum amounts: (a) Bodily injury liability with limits of \$50,000.00 each person and \$100,000.00 each occurrence; and (b) property damage liability insurance with limits of \$25,000.00 each occurrence and \$50,000.00 aggregate. Grantee shall continue such insurance during the term of said franchise.

Section 10. The rates and charges which the Grantee, its successors or assignees may charge or collect for services rendered or performed pursuant to this franchise, shall be as provided by Ordinance of the City of DETROIT. The city reserves the right, from time to time, to change, alter, regulate, or fix the rates and charges which the Grantee, its successors or assigns, may charge or collect hereinunder during the life of this franchise.

Section 11. The city reserves the right to consider the situation of the area and streets served by the Grantee's lines and installations at any given time. It is agreed that the Grantee will attempt to serve as many people and areas as it is physically able to, and it is also agreed that the Grantee will serve all areas and subscribers without discrimination.

Section 12. Within twenty (20) days after the passage and publication of this Ordinance, the Grantee shall file with the City Recorder, a written acceptance of the franchise hereby granted, and an agreement to comply with the terms and conditions thereof.

Section 13. If any section, subsection, or part of this Ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Ordinance or any of the remaining portions thereof. The invalidity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee by this franchise.

Section 14. Whereas it is necessary for the immediate preservation of the peace, safety and general welfare of the citizens of Detroit that this Ordinance become effective immediately, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council this 14 day of May, 1985
SIGNED AND APPROVED by the Mayor this 14 day of May, 1985

Graydon Brooks
(Mayor)

ATTEST:

Elizabeth Block
Recorder of the City of Detroit, Oregon