

ORDINANCE No. F11-13b

City of Lyons, Oregon

AMENDING THE EXISTING ORDINANCE NO. F11-13

To Extend the Duration of the Cable Television Franchise Held by WaveDivision VII, LLC

WHEREAS, the current cable television franchise agreement which was granted under Ordinance No. F11-13 dated February 19, 2002 and amended under the Ordinance known as the City of Lyons/WAVE Division Cable Franchise Ordinance effective on **February 18, 2010** (the “Franchise”) between the City of Lyons (the “City”) and WaveDivision VII, LLC (“Wave”) , expired on February 10, 2017; and

WHEREAS, the City and Wave have continued to operate under the terms and conditions of the Franchise since the expiration, and are not aware of any defaults on the part of either party under the terms and conditions of the Franchise; and

WHEREAS, the City and Wave have begun renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the City and Wave believe that it is in their mutual interest, and in the public interest, to reinstate and extend the term of the Franchise for an additional period of time so that cable service to the public will not be interrupted;

THE CITY OF LYONS ORDAINS AS FOLLOWS:

1. Extension of the Franchise Term. The City has determined to reinstate and extend the term of the Franchise until **February 10, 2024**.

2. Publication, Acceptance and Effective Date. Wave shall provide its acceptance of this Ordinance and Franchise extension by the execution and delivery to the City of a copy of this Ordinance by an authorized officer of Wave. Wave’s acceptance shall occur within ninety (90) days of the date of the adoption of this Ordinance by the City. This Ordinance shall be published in accordance with applicable Oregon law. The effective date of this Ordinance shall be the date of acceptance by Wave.

3. No Other Amendments. Except as expressly modified by this Ordinance, all terms, conditions and provisions of the Franchise shall continue in full force and effect as set forth therein.

4. Invalid Provision. If any provision of this Ordinance is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Ordinance shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Ordinance shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or

unenforceable provision there shall be added automatically as part of this Ordinance a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.

5. Notice and Procedural Requirements. The Franchise was made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to the City, and with all applicable notice and procedure requirements, and do not conflict with the laws of the State of Oregon or the laws, ordinances, resolutions and other regulations of the City, as presently in effect or as the same were in effect at the time the particular action was taken.

6. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

IN WITNESS WHEREOF, this Ordinance is made, passed and adopted in accordance with the notice and procedure requirements of the laws of the State of Oregon governing the activities of cities, and in accordance with the notice and procedure requirements prescribed by the City of Lyons, Oregon.

Passed and adopted this ___ day of _____, 2017

ATTEST:

Mayor

City Recorder

APPROVED AS TO FORM:

City Attorney

ACCEPTED: Wave accepts the Franchise extension and Ordinance and agrees to be bound by its lawful terms and conditions.

WAVEDIVISION VII, LLC

By: _____

Title: _____

Date: _____