

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 telephone and telegraph 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 Garibaldi, poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes.

THE CITY OF GARIBALDI ORDAINS AS FOLLOWS:

Section 1. There is hereby granted by the City of Garibaldi to Pacific Northwest Bell Telephone Company, its successors and assigns, the right and privilege to do a general telephone and telegraph business within said City of Garibaldi 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 communication 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 Garibaldi.

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 Garibaldi 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 Garibaldi from sewerage, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Garibaldi 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.

Section 5. Said grantee hereby agrees and covenants to indemnify and save harmless the said City of Garibaldi and its officers from any damages, costs and expenses arising from any injury to persons or property by reason of negligent act or omission of the grantee, its agents or employees in exercising the rights and privileges herein granted.

Section 6. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the grantee to permit the passage of any building, machinery or other object, the said grantee will perform such rearrangement within a reasonable period after written notice from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of such official as the council may designate, shall detail the route of movement of the building, machinery or other objects, shall provide that the costs incurred by the grantee in making such rearrangement of its aerial 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 said grantee 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 aerial plant of the grantee, and, if required by grantee, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by grantee.

Section 7. In consideration of the rights, privileges, and franchise hereby granted, said grantee, Pacific Northwest Bell Telephone Company, its successors and assigns, shall pay to the City of Garibaldi, from and after the date of the acceptance of this franchise, and until its expiration, annually, two percent (2%) per annum of its gross local service receipts derived from the operation of telephones located within the corporate limits of the City of Garibaldi. Payment of said two percent (2%) 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 1969, payment shall be made only for the period commencing on the date this franchise becomes effective and ending December 31, 1968; and such 2% payment made by the grantee will be accepted by the City of Garibaldi from the grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation, or for any other purpose now or hereafter to be imposed by the City of Garibaldi upon the grantee during the term of this franchise.

Section 8. The rights, privileges and franchise herein granted shall continue and be in force for the period of twenty (20) years from and after the date this Ordinance becomes effective.

Section 9. This Ordinance shall take effect and be in force on the thirtieth day after its passage and approval, and the said grantee shall, within thirty (30) days of the passage and approval of this Ordinance, file with the Recorder of the City of Garibaldi its written acceptance of all the terms and conditions of this Ordinance.

Passed and adopted by the Council the \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_.

Approved by the Mayor the 7 day of JAN, 1968

R. Co. Burnett  
Mayor

ATTEST:

J. R. Tucker  
City Recorder

Approved as to Form  
By [Signature]  
Attorney for  
Pacific Northwest Bell Telephone Company

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 Garibaldi poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes. and repealing Ordinance NO. 70.

THE CITY OF GARIBALDI ORDAINS AS FOLLOWS:

Section 1. There is hereby granted by the City of Garibaldi to Pacific Northwest Bell Telephone Company, its successors and assigns, the right and privilege to do a general communication business within said City of Garibaldi 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 communication 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 Garibaldi.

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 Garibaldi 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 Garibaldi from sewerage, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Garibaldi 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.

Section 5. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the grantee to permit the passage of any building, machinery or other object, the said grantee will perform such rearrangement within a reasonable period after written notice from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of such official as the council may designate, shall detail the route of movement of the building, machinery or other objects, shall provide that the costs incurred by the grantee in making such rearrangement of its aerial 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 said grantee 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 aerial plant of the grantee, and, if required by grantee, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by grantee.

Section 6. In consideration of the rights, privileges, and franchise hereby granted, said grantee, Pacific Northwest Bell Telephone Company, its successors and assigns, shall pay to the City of Garibaldi, 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 received within the corporate limits of the City of Garibaldi 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 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 1969, payment shall be made only for the period commencing on the date this franchise becomes effective and ending December 31, 1968; and such 3% payment made by the grantee will be accepted by the City of Garibaldi from the grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation, or any permit fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter to be imposed by the City of Garibaldi upon the grantee during the term of this franchise.

Section 6A. City of Garibaldi, Ordinance No. 70 is hereby repealed.

Section 7. The rights, privileges and franchise herein granted shall continue and be in force for the period of twenty (20) years from and after the date this Ordinance becomes effective.

Section 8. This Ordinance shall take effect and be in force on the thirtieth day after its passage and approval, and the said grantee shall, within thirty (30) days of the passage and approval of this Ordinance, file with the Recorder of the City of Garibaldi its written acceptance of all the terms and conditions of this Ordinance.

Passed and adopted by the Council the 8th day of April, 1968.

Approved by the Mayor the 8th day of April, 1968.

R. B. Barnett  
Mayor

ATTEST:

J. R. Tucker  
City Recorder

Approved as to Form  
By L. P. Hammel  
Attorney for  
Pacific Northwest Bell Telephone Company

WRITTEN ACCEPTANCE OF ORDINANCE NO. 71

CITY OF GARIBALDI, OREGON

TO THE MAYOR AND COUNCIL OF THE CITY OF GARIBALDI:

WHEREAS, on the 8th day of April, 1968, the Council of the City of Garibaldi, Oregon, passed Ordinance No. 71 entitled:

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 Garibaldi, poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes and repealing Ordinance No. 70.

WHEREAS, said Ordinance was duly signed on the 8th day of April, 1968, by the Mayor of said City, and attested by the Recorder:

WHEREAS, said Ordinance was granted upon the condition that the said grantee shall, within thirty (30) days of the passage and approval of said Ordinance, file with the Recorder of the City of Garibaldi its written acceptance of all the terms and conditions of said Ordinance:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Pacific Northwest Bell Telephone Company does hereby accept said Ordinance No. 71 and all the terms and conditions of said Ordinance.

IN WITNESS WHEREOF, Pacific Northwest Bell Telephone Company has caused this acceptance to be duly executed this 23<sup>rd</sup> day of April, 1968.

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

By [Signature]  
Vice President and General Manager

Approved as to Form  
By [Signature]  
Attorney for  
Pacific Northwest Bell Telephone Company

Attest: [Signature]  
Assistant Secretary

Receipt of the original of the duly executed acceptance by Pacific Northwest Bell Telephone Company of all the terms and conditions of that certain Ordinance No. 71 of the City of Garibaldi, Oregon, is hereby admitted this 8 day of May, 1968.

[Signature]  
Recorder of the City of Garibaldi

WRITTEN ACCEPTANCE OF ORDINANCE NO. 18

CITY OF GARIBALDI, OREGON

TO THE MAYOR AND COUNCIL OF THE CITY OF GARIBALDI:

WHEREAS, on the 8th day of January, 1968, the Council of the City of Garibaldi, Oregon, passed Ordinance No. 18 entitled:

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 telephone and telegraph 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 Garibaldi, poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes.

WHEREAS, said Ordinance was duly signed on the 8th day of January, 1968, by the Mayor of said City, and attested by the Recorder:

WHEREAS, said Ordinance was granted upon the condition that the said grantee shall, within thirty (30) days of the passage and approval of said Ordinance, file with the Recorder of the City of Garibaldi its written acceptance of all the terms and conditions of said Ordinance:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Pacific Northwest Bell Telephone Company does hereby accept said Ordinance No. 18 and all the terms and conditions of said Ordinance.

IN WITNESS WHEREOF, Pacific Northwest Bell Telephone Company has caused this acceptance to be duly executed this 23rd day of January, 1968.

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

By *J. M. Stewart*  
Vice President and General Manager

Attest: *A. F. Thompson*  
Assistant Secretary

Receipt of the original of the duly executed acceptance by Pacific Northwest Bell Telephone Company of all the terms and conditions of that certain Ordinance No. 18 of the City of Garibaldi, Oregon, is hereby admitted this 6 day of February, 1968.

*J. R. Teuber*  
Recorder of the City of Garibaldi

Approved as to Form

By *Ronald B. Johnson*  
Attorney for  
Pacific Northwest Bell Telephone Company