

**CITY OF WINSTON, OREGON**

**ORDINANCE NO. 22-708**

Qwest corporation d/b/a CenturyLink QC on behalf of itself and its operating affiliates ("CenturyLink"), which is authorized to do business within the State of Oregon has filed with the City of Winston, State of Oregon ("the City") a written application for renewal of its Franchise to locate, construct, operate, and maintain telecommunications system ("the system") over, under, along and across all of City's rights of way and public property in the City for the purposes of providing telecommunications services and sales, and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to CenturyLink services;

**NOW, THEREFORE, THE CITY OF WINSTON OREGON, CITY COUNCIL, DOES HEREBY  
ORDAIN:**

**SECTION 1.0 DEFINITIONS**

**CenturyLink:** means Qwest Corporation d/b/a CenturyLink QC on behalf of itself and its operating affiliates ("CenturyLink").

**City:** means the City of Winston, a municipal corporation of the State of Oregon, and its respective successors, assigns, agents, and contractors.

**Days:** means business days.

**Effective Date:** means thirty (30) days from final passage of this Ordinance, provided that it has been duly accepted by CenturyLink, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

**Facilities:** means, collectively, any and all telecommunications systems, including all components, thereof, owned by CenturyLink, now and in the future in the Franchise Area, necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of sale of providing for the sale of telecommunications services by CenturyLink.

**Franchise:** means the grant by the City of rights, privileges and authority embodied in this Ordinance.

**Franchise Area:** means the surface and space above and below rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- *public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways as currently exist and/or as may hereafter be constructed, platted, dedicated, acquired, or improved within the present limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and*

- *all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit CenturyLink to fully exercise the rights granted under this Franchise within the area covered by the easement.*

**Gross Revenues:** Consistent with ORS 221.515, “gross revenue(s)” means those revenues derived from exchange access services, as defined in ORS 403.105 (Definitions for ORS 305.823 and 403.105 to 403.250), less net uncollectibles from such revenues.

**Maintenance, maintaining, or maintain,** means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing CenturyLink Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

**Parties:** means City and CenturyLink collectively.

**Party:** means either City or CenturyLink individually.

**Person:** means a business entity or natural person.

**Right-of-way:** means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

**State:** means the State of Oregon.

## SECTION 2.0 GRANT OF FRANCHISE

### 2.1 Grant of Franchise

City hereby grants to CenturyLink the right, power, privilege, and authority to enter upon all roads, rights-of-way, streets, alleys, highways, or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, distributing, storing, and transmitting Telecommunications, as may be necessary to provide Telecommunications service.

### 2.2 Effective Date

This Ordinance will be effective as on the Effective Date.

## **2.3 Term**

2.3.1 The rights, privileges and Franchise granted to CenturyLink will extend for an initial term of ten (10) years from the Effective Date, and shall automatically extend for successive one (1) year terms unless (a) a new agreement is entered into; (b) this Franchise is renewed for a 10-year term subject to 2.3.2 below; (c) the Franchise is terminated by agreement between the Parties; or (d) either party provides the other party not less than one hundred eighty (180) days prior written notice of its intent not to renew a successive term.

2.3.2 In the event a Party desires to renew the Franchise as provided in 2.3.1(b) above, such party shall notify the other Party in writing a request to renew for a ten (10) year period prior to the end of the initial term. If both Parties mutually agree to such a renewal, the renewal date shall commence the day immediately following the expiration date of the initial term, and all terms and conditions of the Franchise shall remain the same, except the effective date of such term.

## **2.4 Non-Exclusive Franchise**

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with CenturyLink's rights under this Franchise. City may not, however, award a Telecommunications Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

## **2.5 Assignment of Franchise**

CenturyLink shall have the right to assign its rights, benefits, and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal law, state law, and Commission regulation, CenturyLink shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits, and privileges in and under this Franchise as security for indebtedness.

## **2.6 Payment of Franchise Fees**

2.6.1 In consideration of the rights, privileges, and franchise granted by City to CenturyLink under this Franchise, CenturyLink will pay City five percent (5%) of CenturyLink's Gross Revenues derived from service to customers located within City (the "Franchise Fee"). CenturyLink will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates.

2.6.2 Contemporaneously with each quarterly payment, CenturyLink will file with City a sworn statement describing the total gross revenues CenturyLink received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any CenturyLink breach of this Franchise.

2.6.3 Inspection of Books and Records

On ten (10) days' advance written notice to CenturyLink, and not more than once every three (3) years, City may review such CenturyLink books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain CenturyLink's compliance with this Franchise. CenturyLink will cooperate with City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting City's interest in a prompt and efficient manner. CenturyLink will keep all its books, records, documentation, and/or information within the standard systems used for such purposes.

#### 2.6.4 Equality of Franchise Fees and Costs

In the event that the City increases charges as prescribed by law upon CenturyLink for any fees, taxes, or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with CenturyLink. In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with CenturyLink, the City will charge CenturyLink the fees, taxes or other costs imposed upon CenturyLink prior to the increase until all franchisee(s) doing the same business as or competing with CenturyLink are charged the same. Notwithstanding the foregoing, the City will not increase the Franchise Fee during the term of this Agreement.

### **SECTION 3.0 CENTURYLINK'S OPERATIONS AND MAINTENANCE**

#### **3.1 Compliance with Laws, Regulations, Codes and Standards**

In carrying out any authorized activities under the privileges granted by this Franchise, CenturyLink shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations, and ordinances of any governmental entity with jurisdiction over CenturyLink's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or as may be subsequently enacted by any governmental entity with jurisdiction over CenturyLink's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are not discriminatory in nature pertaining to the conduct of CenturyLink's operations within the Franchise Area. Prior to the adoption of any new rule, procedure, or policy of general applicability such as right-of-way construction standards, public works standards, right-of-way permit fees, street cutting fees, and/or development permit fees, CenturyLink shall be provided a written draft document for comment with a response period of not less than thirty (30) days. Notwithstanding the foregoing, failure to provide such notice shall not invalidate such new rules, procedures, or policies of general applicability, nor exempt CenturyLink from compliance with such new rules, procedures, or policies. Service shall be supplied to the City and its inhabitants in accordance with CenturyLink's rules and regulations. Facility Location by CenturyLink and Non-Interference

CenturyLink shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Telecommunications service, subject to the following non-interference requirements. All construction, installation, repair, or relocation of CenturyLink's Facilities performed by CenturyLink in the Franchise Area will be done in such a manner as not to unreasonably interfere with existing facilities of other utilities, public or private, including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such roads, rights of way or other public property subject to this franchise.

### 3.2 Facility Location Information

CenturyLink shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. CenturyLink does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of CenturyLink or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

### 3.3 Vegetation Management – Removal of Trees/Vegetation Encroachment

The right of CenturyLink to maintain its Facilities shall include the right, as exercised in CenturyLink's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to CenturyLink's Facilities or pose a threat to public safety and welfare. CenturyLink or its agents may accordingly remove or limit, **without recourse or payment of compensation at its sole expense**, the growth of vegetation which encroaches upon its Facilities and/or Telecommunications transmission and distribution corridors within the Franchise Area.

### 3.4 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, CenturyLink is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way, and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. CenturyLink shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by CenturyLink after excavation, in accordance with applicable City and CenturyLink specifications. Prior to performing such work, CenturyLink shall obtain all legally required permits, including the opening or disturbance of any Right-of-way-within the Franchise Area. City shall cooperate with CenturyLink in granting any permits required, providing such grant and subsequent construction by CenturyLink shall not unduly interfere with the use of such Rights-of-way. CenturyLink shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation,

or maintenance of the Telecommunications Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees may be required in addition to payment of the Franchise Fee herein.

### **3.5 Emergency Work**

In the event of an emergency requiring immediate action by CenturyLink to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, CenturyLink may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

## **SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS**

### **4.1 Reservation of Right**

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of the State.

### **4.2 Necessary Construction/Maintenance by City**

The construction, operation and maintenance of CenturyLink's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to CenturyLink's Facilities; provided that CenturyLink shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources in which case the City will make reasonable efforts to contact CenturyLink prior to doing said work; and provided further that, if CenturyLink provided an accurate location of its facilities upon request, the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to CenturyLink, up to the amount of liability under the Oregon Tort Claims Act. For clarity, City contractors are not a third-party beneficiary of this provision.

### **4.3 Expansion of CenturyLink's Facilities**

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by CenturyLink shall be subject to all provisions of this Franchise.

### **4.4 Change of Boundaries of the City**

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

#### **4.5 Removal of Abandoned Facilities**

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct CenturyLink to remove CenturyLink-designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. CenturyLink may also request permission from the City to abandon Facilities in place at which time such Facilities become property of the City and CenturyLink no longer has rights to, or liability for, abandoned facilities.

#### **4.6 Vacation of Properties by City**

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to CenturyLink for the purpose of constructing, reconstructing, operating, maintaining, repairing, and upgrading CenturyLink's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to CenturyLink for existing CenturyLink's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with CenturyLink's full enjoyment and use of said easement.

### **SECTION 5.0 RELOCATION OF CENTURYLINK'S FACILITIES**

#### **5.1 Relocation of Facilities Requested by City**

Upon request of the City pursuant to a valid exercise of its police power, CenturyLink shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from CenturyLink, to minimize the impacts of potential relocation. The City shall provide CenturyLink reasonable notice of any intended or expected requirement or request to relocate CenturyLink's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary to allow CenturyLink sufficient time to arrange for relocation upon consultation with the City. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces CenturyLink off City's existing Right(s)-of-way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation, or other objects that may interfere with the installation, operation, repair, upgrade, or maintenance of CenturyLink's Facilities on the affected Property.

If the City requires the subsequent relocation of any of CenturyLink's Facilities within five (5) years from the date of relocation of such Facilities or installation of new Facilities that is the result of the

same Right of way project, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation.

CenturyLink agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

This Section shall not apply to Facilities in place pursuant to private easement held by CenturyLink, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

### **5.2 Relocation of Facilities Requested by Third Parties**

City acknowledges that CenturyLink is obligated to provide Telecommunications service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the main benefit of a third party, the City shall not require CenturyLink to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse CenturyLink for its reasonable costs of relocation.

### **5.3 Availability of Other Funds**

In the event the City applies for federal, state, or other non-City funding for right-of-way improvements, the City shall make a reasonable effort to include funding for utility relocation purposes, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs from granting federal or state agency, including internal costs, associated with obtaining such funds.

## **SECTION 6.0 INDEMNITY**

### **6.1 Indemnification of City**

CenturyLink shall indemnify, defend, and hold the City (including its officers, agents, employees and volunteers) harmless for, from and against any and all third-party claims for injury, damage, loss, cost, expense (including court and appeal costs and attorney, architect, and engineering fees or expenses) and liability of any kind to the extent caused by arising from or connected with (i) any act or omission negligent failure of CenturyLink to keep its Facilities in a safe condition; (ii) any casualty or accident caused by the officers, employees, agents, contractors, or subcontractors of CenturyLink in the construction, operation, Maintenance, repair or removal of its Facilities; and (iii) any material breach of this Franchise. However, this provision shall not apply to the negligent or willful acts or omissions of the City, for which the City will indemnify CenturyLink as provided by Section 6.2 of this Franchise and to the extent allowable under the Oregon Tort Claims Act.

## **6.2 Indemnification of CenturyLink**

To the extent permitted by law, City agrees to defend and indemnify CenturyLink, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney fees, that CenturyLink may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees, agents, contractors in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of CenturyLink, its employees or agents.

## **SECTION 7.0 FRANCHISE DISPUTE RESOLUTION**

### **7.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

### **7.2 Dispute Resolution by the Parties**

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing CenturyLink for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

### **7.3 Right of Enforcement**

No provision of this Franchise shall be deemed to bar the right of the City or CenturyLink to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief, or any other remedy at law or in equity pursuant to Section 7.4. Exclusive venue for any litigation between the City and CenturyLink arising under or regarding this Franchise shall occur, if in the state courts, in Douglas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

### **7.4 Attorneys' Fees and Costs**

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

## SECTION 8.0 GENERAL PROVISIONS

### 8.1 Franchise as Contract, No Third-Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities, or beneficiaries other than the Parties.

### 8.2 Force Majeure

In the event the Parties are delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond said Party's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then said Party's performance shall be excused during the period of the Force Majeure occurrence. Each affected Party will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence, said Party will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

### 8.3 Prior Franchises Superseded

As of the Effective Date, this Franchise shall supersede all prior Telecommunications franchises for the Franchise Area previously granted to CenturyLink or its predecessors by City, and shall affirm, authorize, and ratify all prior installations authorized by permits or other action not previously covered by **prior Franchise**. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement, or administrative fee payment obligations.

### 8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Parties.

### 8.5 Changes or Amendments

Changes or amendments to this Franchise shall be in writing and shall not be effective until lawfully adopted by the City and agreed to by CenturyLink.

### 8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a

conflict between the provisions of this Franchise and CenturyLink's applicable Tariff on file with the Commission, the Tariff shall control.

### **8.7 Headings**

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

### **8.8 Acceptance of Franchise**

CenturyLink shall, within sixty (60) days after passage of this Ordinance, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

### **8.9 Abandonment or Suspension of Franchise Rights and Obligations**

CenturyLink may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise that cannot be resolved, CenturyLink may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

### **8.10 Notices**

CITY OF WINSTON:  
ATTN: City Manager  
201 NW Douglas Blvd  
Winston, Oregon, 97496

CENTURYLINK:  
ATTN: ROW/NIS Manager  
100 CenturyLink Drive  
Monroe, LA, 71203

Copy to:  
CENTURYLINK  
ATTN: Legal Department  
931 14<sup>th</sup> Street  
Denver, CO 80202

### **8.11 Venue**

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, exclusive venue shall be in the federal or state courts in Douglas County, Oregon.

### **8.12 Insurance**

CenturyLink shall procure and maintain for the duration of the Franchise, insurance, or evidence of self-insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to CenturyLink, its agents, representatives, or employees. CenturyLink shall provide a copy of such

insurance certificate to the City for its inspection prior to the adoption of this Franchise, and such insurance shall evidence:

- (a) Comprehensive general liability insurance, written on an occurrence basis, with limits not less than: (i) \$2,000,000 for bodily injury or death to each person; (ii) \$2,000,000 for property damage resulting from any one accident; and (iii) \$2,000,000 for all other types of liability.
- (b) Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Worker's compensation coverage in accordance with the applicable laws of the state of Oregon.
- (d) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.

**PASSED** by the Council and signed by me in authentication of its passage this 10<sup>th</sup> day of March 2023.

This Ordinance goes into effect thirty days from date of approval.

CITY OF WINSTON

By:   
David Scott Rutter, Mayor

  
\_\_\_\_\_

Attest: Cindy Sarti, City Recorder

Letter of Acceptance by CenturyLink

HONORABLE MAYOR AND CITY COUNCIL  
CITY OF WINSTON, COUNTY OF DOUGLAS, OREGON

IN RE: City of Winston Ordinance No. \_\_\_\_\_

"Granting a Franchise to CenturyLink QC for the Construction, Operation and  
Maintenance of Telecommunications Facilities Within the City."

Qwest Corporation dba CenturyLink QC, for itself, its successors and assigns, hereby accepts the  
terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this  
written acceptance with the City of Winston. This acceptance is executed on  
APRIL 24, 2023

QWEST CORPORATION d/b/a CENTURYLINK QC

BY: Shawn Gierke

TITLE: Manager Network ROW

DATE: 4/24/2023

Copy Received for the City of Winston

On: April 25, 2023

By: [Signature]

Cindy M. Satch, City Recorder  
City Representative - Name