



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Ordinance No. 2126**

**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING ORDINANCE NO 2103, GRANTING ELECTRIC LIGHTWAVE, LLC, A NONEXCLUSIVE FRANCHISE AS A TELECOMMUNICATIONS PROVIDER.**

**WHEREAS**, the franchise agreement was effective on July 21, 2015; and

**WHEREAS**, Electric Lightwave LLC, (ELI) operates facilities located within the City limits that are not part of the telecommunications services provided within the City limits; and

**WHEREAS**, ELI and the City mutually agree to amend the franchise.

**Now, Therefore**, the City of Milwaukie does ordain as follows:

Ordinance 2103, granting ELI a telecommunications franchise, shall be amended as outlined in the attachment A (amendment #1) and authorizes the Mayor to sign the amendment.

Read the first time on 8/2/16, and moved to second reading by 5:0 vote of the City Council.

Read the second time and adopted by the City Council on 8/2/16.

Signed by the Mayor on 8/2/16.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

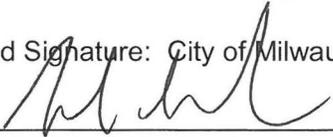
Pat DuVal, City Recorder

City Attorney

Amendment #1 to Ordinance 2103 Exhibit A, "Franchise Agreement between Milwaukie, Oregon and Electric Lightwave LLC"

1. The City of Milwaukie and Electric Lightwave, LLC agree to amend the Franchise as follows:
  - a. Section 9.A shall be modified to read: "In consideration for its use of the rights-of-way and for the City's administration of the rights-of-way, ELI agrees to pay the City an amount equal to seven percent (7%) of Gross Revenues. Gross City Revenue is defined as any and all revenues derived by ELI for the provision of any and all products, services, or charges originating or terminating in Milwaukie, Oregon, billed to a circuit, switch, or address in Milwaukie, Oregon, including revenues from dedicated private networks. Gross Revenues shall include any and all revenues from leases for the Milwaukie portion of ELI's system. Gross Revenues may be adjusted for the net write-off of uncollectible amounts of such revenues. In the event any law or valid rule or regulation applicable to the Franchise Agreement limits franchise fees below the seven percent (7%) of Gross Revenues required herein, ELI agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible franchise fee, then ELI shall pay the higher franchise fee up to the maximum allowable by law."
  - b. Section 9.A.1 and 9.A.2 will be deleted.
2. All other terms and conditions shall remain unchanged.

This amendment is effective upon the date signed by both parties.

Authorized Signature: City of Milwaukie  
BY:   
TITLE: MAYOR  
DATE: 8-3-16

Authorized Signature: Electric Lightwave, LLC  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_