

**ORDINANCE NO. 2146**

**CITY OF NEWPORT, OREGON**

**An Ordinance Extending the Duration of the Cable Television Franchise Held by WaveDivision VII, LLC**

**WHEREAS**, pursuant to Ordinance No. 1962, the City Council acting on behalf of the City of Newport, Oregon (the "City") adopted that certain Franchise Ordinance, dated August 18, 2008, granting to Broadstripe, LLC ("Broadstripe") the authority to install, construct, operate and maintain a cable communications system within the City (the "Franchise"); and

**WHEREAS**, pursuant to that certain Consent and Approval of the City of Newport, Oregon to Assignment of Cable Television Franchise, dated November 14, 2011, the City consented to the assignment of the Franchise from Broadstripe to WaveDivision VII, LLC d/b/a Wave Broadband ("Wave"); and

**WHEREAS**, the Franchise expired on December 31, 2018, the City and Wave have continued to operate under the terms and conditions of the Franchise since then, 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 completed 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 extend the term of the Franchise for an additional period of time as set forth herein;

**NOW, THEREFORE, BE IT ORDAINED**, by the City that:

1. **Extension of the Franchise Term**. The City has determined to extend the term of the Franchise until the later of December 31, 2028.
2. **Effective Date**. This Ordinance shall take effect 30 days from the date of adoption by the City Council.
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 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.

ADOPTED by the Newport City Council on this first day of April, 2019.


Signed by the Mayor on this 18th day of April, 2019.



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Dean H. Sawyer, Mayor

ATTEST:



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Margaret M. Hawker, City Recorder

APPROVED AS TO FORM:



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Steven E. Rich, City Attorney

ACCEPTANCE:

Accepted this 20<sup>th</sup> day of March, 2019, subject to applicable federal, state, and local law.

WaveDivision VII, LLC

By:   
Signature

Byron E. Springer, Jr.  
Name

EVP - Legal  
Title