

*For: Monday, **January 14, 2013**, City Council Meeting*

Advance Packet Information

Dated: January 7, 2013

Included in this packet is documentation to support the following Agenda items:

ORDINANCES

- Ordinance granting LightSpeed Networks (LSN) Inc, a franchise for telephone service purposes with the City of Brookings. [pg. 2]
 - a. Ordinance 13-O-706 [pg. 3]
 - b. General Information [pg. 8]

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, or at City Hall. Return completed forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 10 days advance notification. Please contact 541-469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Ordinance Granting Franchise to LightSpeed Networks Inc.

Recommended Motion:

Motion to adopt Ordinance 13-O-706, granting LightSpeed Networks Inc, a franchise, as described, for telephone service purposes within the City.

Financial Impact:

Minimum new revenue of \$4,000 annually plus 7.0 per cent of gross revenue from business activities within the City Limits.

Background/Discussion:

LightSpeed Networks Inc. (LSN) has requested a franchise to conduct their communications services business within the public right-of-way in the City of Brookings.

Services provided by LSN might include cable television and other video services, telephone, and wireless services.

In consideration for the non-exclusive right to conduct its business within the public right-of-way, LSN has agreed to compensation the City in the amount of 7.0 per cent of the gross revenue derived from its business activities in the City, with a minimum annual payment of \$4,000. The term of the agreement is for five years. The agreement also provides standards for conducting business within the right-of-way and repairing City facilities (streets) that may be damaged in the course of LSN facilities installation.

Attachment(s):

- a. Ordinance 13-O-706
- b. General information on LSN.

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON
ORDINANCE 13-O-706

IN THE MATTER OF ORDINANCE 13-O-706, AN ORDINANCE OF THE CITY OF BROOKINGS GRANTING LIGHTSPEED NETWORKS INC., DBA “LS NETWORKS” DBA “LSN” (“GRANTEE”), A FRANCHISE, AS DESCRIBED HEREIN, FOR ALL TELEPHONE SERVICE PURPOSES WITHIN THE CITY OF BROOKINGS.

- Section 1. Grant of Franchise
- Section 2. Emergency Repair
- Section 3. Installation of Facilities
- Section 4. Restoration of Facilities
- Section 5. Construction Conflicts to be Avoided
- Section 6. Adjustments to Facilities
- Section 7. Indemnification
- Section 8. Franchise Fee
- Section 9. Grantee Use of Poles
- Section 10. Term
- Section 11. Acceptance

The City of Brookings Ordains as follows:

Section 1. Grant of Franchise. There is hereby granted by the City of Brookings (“City”) to LightSpeed Networks Inc., dba “LS Networks” dba “LSN” (“Grantee”), the non-exclusive right and privilege within the City to place, erect, lay, maintain and operate in, upon, over and under the streets, alley, avenues, thoroughfares and public highways (hereinafter, “Public Right of Way”) within the City, poles, wires whether copper, fiber optic or other technology and other appliances and conductors for communications services purposes. “Communications services” means any service provided for the purpose of transmission of information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, and includes all forms of telephone services and voice, video, data or information transport, but does not include: (1) cable service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communications system services provided without using the public rights of way; (4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.

Subject to the terms and conditions of this franchise, such wires and other appliances and conductors may be strung upon poles or other fixtures above ground or laid underground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same. In locations where aerial utility facilities exist as of the Effective Date, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to its existing aerial facilities and supporting structures unless the only aerial facilities are high voltage electric facilities. Where all facilities (except, where applicable, high voltage electric facilities) in such area are underground or have been mandated to be placed underground per a plan as outlined by the City, Grantee shall install all new wires and other appliances and conductors underground, except that Grantee shall be allowed to place above ground, in locations approved by the City, its cabinet-type facilities that are normally placed above ground.

Section 2. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee's communications services facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public Works permit. All emergency maintenance and repair work, erections, erections of poles and appliances and laying of wires shall be done in compliance with such applicable rules, regulations, ordinances, or orders in effect at the time of the work.

Grantee shall notify the City Public Works and Development Services Department ("Public Works Department") of any emergency repair and maintenance work as soon as reasonably practicable, and in any event within 48 hours. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship and depending on the extent of work, may require additional sureties as defined in Section 3 herein.

Section 3. Installation of New Facilities and Expansion of Service. Except as expressly set forth in the in this Section, prior to commencing ordinary construction, extension, or installation of new communications services facilities, maintenance of existing communications services facilities, or relocation of any of the Grantee's communications services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Engineer via a Public Works Permit, and meet with the Public Works Department representative, if requested, prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship.

When the City determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances and orders of the Council relating to its operations within the City as provided for under this section, after receipt of notice and an opportunity for Grantee to cure any defect.

Grantee must comply with applicable City ordinances, resolutions, rules and orders that generally apply to the reasonable management of the safety and use of Public Rights of Way within the City as such requirements exist at the time of Grantee's work. However, by entering this agreement, Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules or orders enacted after the Effective Date. In addition, to the extent permitted by law, this Ordinance does not require Grantee to comply with existing or future ordinances, resolutions, rules or orders that conflict with any specific provision of this Ordinance. The word "applicable," as used in this paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the Public Right of Way and to protect the public and any member of the public residing within the City, who might be

affected by any excavation work or installation of the Grantee.

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinance as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not an intentional wrongful act of the City and including the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions." Grantee shall, immediately upon notice from its insurer, notify the City of any cancellation, failure to renew or notice of intent to cancel or not renew the insurance required by this franchise.

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/blueprints for 1) Customer service connections/drops, repairs or maintenance that do not require installation of facilities in the Public Right of Way, altering, cutting or breaking of the roadway, curb or sidewalk, or 2) Routine maintenance or repair of above ground equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish the City with record drawings as maintained in the ordinary course of business showing Grantee's facilities within the Public Right of Way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.502(4).

Section 4. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Brookings Engineering Requirements and Standard Specification for Public Works Infrastructure at least equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

The City may cause the Grantee to remove or relocate any pole, underground conduit or equipment belonging to the Grantee, including relocating aerial facilities to an underground location, whenever the relocation is for public necessity, and the cost shall be borne by the Grantee unless such cost is chargeable by law or tariff to another party, or necessitated for the benefit of a third party other than the City.

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in

writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

Relocation for "public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways and the construction or reconstruction of public improvements and infrastructure, including but not limited water and sewer facilities; it shall not include relocation to accommodate private or third party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for the benefit of a third party as described in the previous sentence, the cost shall be borne by the party requesting relocation.

Section 5. Construction Conflicts to be Avoided. Nothing in this Ordinance shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

Section 6. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the person or persons desiring to move any such buildings, machinery or other objects, shall pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and shall deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

Section 7. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Ordinance. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

Section 8. Franchise Fee. In consideration of the rights, privileges and franchise hereby granted, Grantee shall pay to the City from and after the date of the acceptance of this franchise, and until its expiration, an annual fee that is the greater of (i) 7.00% of its gross revenue derived from communications services rendered to customers within the city limits and (ii) \$4,000. Payment of said fee shall be made quarterly, within thirty (30) days of the end of each calendar quarter for the preceding quarter. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the franchise fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

Section 9. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use Agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by Grantee within 30 days of notification.

Section 10. Term. The rights, privileges and franchise herein granted shall continue and be in force the period of five (5) years from and after the date this ordinance takes effect, provided that Grantee accepts the franchise as required in Section 11 ("Effective Date"), with an automatic five (5) year extension unless City or Grantee notifies the other of its intent to terminate the franchise at least ninety (90) days prior to the end of the first five (5) year term.

Section 11. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this Ordinance shall become effective; and this Ordinance shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Ordinance and all other ordinances and orders of the Council as specified herein.

First Reading: _____
Second Reading: _____

Passage: _____
Effective Date: _____

Signed by me in authentication of its passage this _____, day of _____, 2013

ATTEST:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

From: Robin Smith [<mailto:rsmith@lsnetworks.net>]
Sent: Monday, October 15, 2012 3:29 PM
To: Joyce Heffington
Subject: Franchise Application

City of Brookings
Franchise Application:

Our company is in the process of closing a significant opportunity with a major wireless carrier that will facilitate our network expansion further into Oregon. The purpose of this email is two-fold: First to provide an introduction of the company, and secondly to identify the most appropriate person in the City staff with whom I should work regarding a probable franchise agreement.

Company Overview

LightSpeed Networks Inc., dba "LS Networks" is one of the fastest-growing telecommunications companies in the Pacific Northwest. We are a privately-held inter-exchange network services provider and competitive local exchange carrier, with our headquarters in Portland, Oregon. LS Networks is owned by upwards of 60,000 Oregonians (consisting of rural electric power cooperatives' members and a tribal nation), and as such is quite focused on providing benefit and value-added services to all of Oregon and now into areas of Washington.

LS Networks operates a fiber optic backbone throughout Oregon and has been focused to bring state-of-the-art connectivity to State and Local governmental agencies, schools, hospitals, wholesale opportunities and businesses. We have designed our network using the latest in resilient broadband technologies that effectively level the "playing field" of service-delivery capabilities between rural and metropolitan areas around the State. Additional information can be found on our website at www.LSNetworks.net.

Request

Based on our continued network expansion in Oregon, specifically with some planned assets in your City, I would like to be able to identify the most appropriate point of contact on the City staff (if it is not you) that I should work with. Typically when there are LS Networks'-owned company assets utilizing the public rights-of-way a form of franchise agreement with the City is appropriate. If you have a formal process for that, would you please provide it to me? Alternatively, I have provided a template Ordinance that has been adopted by many cities in Oregon.

Best regards,

Robin Smith
Legal and Compliance Director



921 SW Washington St., Ste 370
Portland, Oregon 97205

503-414-0479
Fax 503-227-8585
rsmith@lsnetworks.net

Follow us on Twitter @connectmyoffice



LS Network Map:
View LS Networks' Fiber optic Backbone Network map to see our service areas.

4 new MPLS nodes installed last quarter brings LS Networks to 15 POPs with MPLS nodes across Oregon.

LS Networks has 5 more MPLS POPs under development and anticipates completion within the next quarter.



Experiencing Service Problems?
Contact our NOC
(866) 366-2638

Services

Ethernet Service

Extend your network and deliver your data, voice and video applications with Ethernet Solutions from LS Networks. Ethernet offers a scalable, flexible and cost-effective solution for a full range of bandwidth and network access options to handle LAN/WAN applications, Internet access, VOIP, IPTV and other managed applications. With Oregon's largest Ethernet footprint, LS Networks is poised to deliver bandwidth ranges from 1 Mg to 10 Gigs across 80+ points of presence throughout the state.

To learn more, contact an LS Networks [Sales Representative](#).

Internet Access Service

Supporting access speeds from T1 to 1 Gigabit, LS Networks offers reliable, scalable and cost effective access to the internet. With four access peering points in the Northwest and 3 diversely routed upstream arrangements, LS Networks access offers a robust product to the Internet along with the ability for localized switching within the region. LS Networks is now IPv6 Compliant.

For more information on IPv6 compliance, please see [ARIN's website](#).

To learn more, contact an LS Networks [Sales Representative](#).

TDM Service

LS Networks operates one of Oregon's largest, most geographically dispersed SONET based backbones. Many networks have not migrated toward Ethernet or MPLS technologies and LS networks is equipped to implement and manage legacy TDM services for T1/DS1 up through OC-48 or even higher in some applications.

To learn more, contact an LS Networks [Sales Representative](#).

Wavelength Service

For bandwidth-intensive, point-to-point applications, LS Networks Wavelength services are the answer for a fully-managed, easy to implement, cost effective, high capacity network solution. Currently available at 1Gb, 2.5Gb and 10Gb speeds, Wavelength Services are available in most areas served by the LS Networks backbone.

To learn more, contact an LS Networks [Sales Representative](#).

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marketing@LSNetworks.net
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LS Networks
921 SW Washington St. Suite 370
Portland, Oregon 97205

**LS Network Map:**

View LS Networks' Fiberoptic Backbone Network map to see our service areas.

LS Network POP Expansion Project underway:

LS Networks has implemented expansion plans to be in over 100 CO's throughout Oregon.

**Experiencing Service Problems?**

Contact our NOC
(866) 366-2638

Network Where You Need It

LS Networks is an Oregon owned and operated provider of industry leading Transport, Internet, Network services for businesses and carriers who need a proven, responsive, and cost-effective alternative for their broadband services.

Committed to Our Customers' Satisfaction

- Local service & support.
- Our Network services generally exceed 99.99% overall reliability (annually).
- While on-net installation has been as short as a few minutes, overall installation intervals average a short 30 days for on-net projects.
- Our 24/7 Network Operations Center (NOC) is located in Portland OR.

LS Networks provides specialized solutions to meet your individual needs. For more information select your industry:

[Schools & Libraries](#)
[Healthcare](#)
[Carriers](#)
[Mobile](#)
[Operators](#)
[Internet Service Providers](#)
[Government](#)

LS Networks strives to continually expand our network to provide greater reach for our customers. Click the image to see our network map.



We want to hear from you!
Send comments and questions to marketing@lsnetworks.net, or see our [Contact](#) page for more option.



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LS Networks

921 SW Washington St. Suite 370
Portland, Oregon 97205

For Release 9 a.m. PST
February 24, 2012

Local Company Deploys Oregon's First Program Distribution Network

Over 300 Channels of Video Content Broadcasting State Wide

PORTLAND — FEB 24, 2012 — Today LS Networks announced availability of the nation's first Programming Distribution Network or PDN. The PDN makes access to over 300 channels of television content throughout the state, including rural parts of Oregon, practical for the first time. By distributing statewide, small cable operators, communities, hospitals, hotels and Competitive Local Exchange Carriers (CLEC) have access to programming on a par with major cable and satellite broadcasters.

"The creation of our PDN is another step in leveling the playing field for broadband services in rural Oregon communities" said LS Networks CEO Michael Weidman, "Rural Oregon is served over our advanced MPLS switching systems on LS Networks statewide fiber optic network"

Quietly, Oregon's Access to Broadband Services in Rural Areas Has Become a Model for Other States.

Over the last five years a broadband network of unmatched reach has emerged in Oregon. The network was designed and deployed to serve communities that were previously underserved. Initially the deployment was focused on servicing state and local government agencies, schools, other telecommunications companies and healthcare providers. The network is now being opened up for the benefit of the entire communities served through the PDN. In just a few short months the network will be enhanced to help enable equal access to education, rural healthcare, telehealth technologies and immediate access to statewide collaboration through LS Networks Program Distribution Network.

PDN Availability

PDN services will be available through local affiliates throughout the state. Cable Operators, Rural Telephone Companies and CLEC's may contact LS Networks for further information.

Incorporated in 2005 Light Speed Networks, Inc., (dba, LS Networks) is owned by over 60,000 Oregon residents who are primarily members of a group of rural electric cooperatives that invested in the company. The company is headquartered in Portland Oregon with over 100 points of presence throughout the state.

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For more information, press only:

Jerry Cady, (503)414-0465, jcady@lsnetworks.net

For more information on LS Networks:

<http://www.lsnetworks.net>



Legal

Publish: January 9, 2013

Public Notice

NOTICE IS HEREBY GIVEN that on January 14, 2013, at 7:00pm in City Hall Council Chambers, 898 Elk Drive, during a regular Common Council meeting, Brookings City Council will consider for adoption, by title only, the following:

- In the matter of Ordinance 13-O-706, an ordinance of the City of Brookings granting Lightspeed Networks Inc., dba "LS Networks," dba "LSN" ("grantee"), a franchise, as described herein, for all telephone service purposes within the City of Brookings.

All persons wishing to address these matters may do so in person at the meeting, or by submitting written evidence to the City Manager, Brookings City Hall, 898 Elk Drive, Brookings, 97415, prior to the meeting. Copies of the ordinance and associated staff report are available for inspection at City Hall, on the City's website at www.brookings.or.us, and at the Chetco Community Public library. Copies of the documents may also be purchased.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 10 days advance notification. Please contact 469-1102 if you have any questions regarding this notice.