

**ORDINANCE NO. 3598**

**AN ORDINANCE GRANTING A TELECOMMUNICATION FRANCHISE  
TO QWEST CORPORATION, D/B/A CENTURYLINK QC  
EFFECTIVE JANUARY 1, 2024**

**SECTION 1. Grant of Franchise.** The City of Roseburg, hereinafter called "City", hereby grants Qwest Corporation d/b/a CenturyLink QC, hereinafter called "Franchisee", the non-exclusive right to use and occupy all public ways within the Franchise Territory, solely for the purposes described herein, for a period of three years, beginning January 1, 2024 and ending December 31, 2026 following Franchisee's acceptance of the Franchise as provided in Section 11 of this Ordinance.

**SECTION 2. Incorporation of Roseburg Municipal Code.** This Franchise is granted pursuant to Chapter 9.25 of the Roseburg Municipal Code ("RMC"), entitled "Telecommunications Providers", and shall be interpreted to include all provisions of Chapter 9.25, as it now exists and as it may be amended during the term of the Franchise, and all other provisions of the Roseburg Municipal Code and City regulations with which Chapter 9.25 requires compliance, as if set forth in writing herein. A copy of Chapter 9.25, as it exists and is in effect on the effective date of this Franchise, is attached to this Franchise as Exhibit "A". It shall be the responsibility of the Franchisee to keep itself informed of any amendments to applicable provisions of the Roseburg Municipal Code and all related regulations.

**SECTION 3. Amendment and Renewal.** The Franchise granted by this Ordinance may be amended in accordance with RMC 9.25.120 and may be renewed in accordance with RMC 9.25.100.

**SECTION 4. Franchise Territory.** The "Franchise Territory" is all territory within the boundaries of the City of Roseburg, as currently existing or as the boundaries may be adjusted during the term of this Franchise.

**SECTION 5. Services to be Provided.** Franchisee shall provide local exchange telecommunications services and access to interstate telecommunications as authorized by law to residents, businesses and other entities within the City of Roseburg.

**SECTION 6. Franchise Fees.** Franchise fees shall be based on Franchisee's annual use of the City's public ways, as provided below:

**A. Fee Base.** For the privileges granted by this Franchise, Franchisee shall pay seven percent (7%) of its gross revenue derived from exchange access services, as defined in ORS 403.105 or a successor statute, provided to customers within the City limits of Roseburg, less net uncollectibles from such revenue..

**B. Payment.** All payments due hereunder shall be paid to the City of Roseburg by check or money order delivered to the address of the City for notices as set forth herein.

**C. Due Date.** Franchise fees shall be paid to the City on a quarterly basis, based on the revenues derived from the quarter just passed, not more than 30 days following the end of each quarter.

**D. Late Fee.** If Franchisee fails to pay the Franchise fee when due, Franchisee shall be charged a penalty of ten percent (10%), and the legal rate of interest established by state statute on the unpaid balance.

#### **SECTION 7. Notices and Authorized Representatives.**

**A.** Except for emergency notification of Franchisee, all notices or other communications between the parties shall be deemed delivered when made by certified United States mail or confirmed express courier delivery to the following persons and locations:

**If to City:**

City of Roseburg

ATTN: Patty Hitt, City Recorder

900 SE Douglas

Roseburg, OR 97470

E-mail: [phitt@cityofroseburg.org](mailto:phitt@cityofroseburg.org)

Phone: 541-492-6866

**If to Franchisee:**

Qwest Corporation

d/b/a CenturyLink QC

ATTN: Director – NIS/ROW

1025 Eldorado Blvd.

Broomfield, CO 80021

E-mail: [Steve.Gordon@Lumen.com](mailto:Steve.Gordon@Lumen.com)

Phone: 720-888-3405

Either party may change the identity of its authorized representative(s) or its address or phone number for notice purposes by delivering written notice of the change to the other party.

**B.** In case of an emergency that causes or requires interruption of service, City shall give Franchisee emergency notification by hand delivery or telephone, as appropriate to the nature of the emergency, to the following:

**Contact Person's Name:** Chris Lagrange

**Mailing Address:** 4501 NE Minnehaha St, Bldg 2, Vancouver, WA 98661

**Telephone:** 360-699-3743      **NOC#:** 800-954-1211

**SECTION 8. Location, Relocation and/or Removal of Facilities.** RMC Chapter 4.02, along with RMC Sections 9.25.290 – 9.25.320, sets forth the conditions for the construction, installation, location, relocation and removal of Franchisee's facilities. There

are no exceptions or additions to these regulations unless Franchisee is exempted by statute.

**SECTION 9. Representation and Warranty of Franchisee.** By executing this document, Franchisee represents and warrants that it is familiar with all provisions of this Franchise, including those contained in this Ordinance, and that it accepts and agrees to be bound by all terms, conditions and provisions set forth herein.

**SECTION 10. Franchise Effective Date.** Franchisee submitted an application requesting a telecommunications franchise and paid the application processing fee on November 1, 2023. Under the original Franchise Agreement, the Franchisee has been serving Roseburg customers since 1996. The Roseburg City Council approved such request at its meeting on December 11, 2023; and hereby authorizes this Franchise to take effect on January 1, 2024 and expire on December 31, 2026, provided Franchisee satisfies the acceptance requirements of Section 11 of this Ordinance.

**SECTION 11. Acceptance of Franchise.** Upon receipt of this Ordinance, Franchisee shall sign in the space below to indicate its unconditional acceptance of the terms and conditions upon which City has offered the Franchise described herein, and immediately return such acceptance to the City. If Franchisee fails to accept the Franchise and return acceptance to City within 30 days of the adoption of this Ordinance, this Ordinance and the Franchise granted herein shall become void and have no force or effect.

**ADOPTED BY THE CITY COUNCIL ON THIS 11TH DAY OF DECEMBER, 2023.**

**APPROVED BY THE MAYOR ON THIS 11TH DAY OF DECEMBER, 2023.**

MAYOR

Larry Rich

ATTEST:

Patty Hitt  
Patty Hitt, City Recorder

(Franchisee's Acceptance on Following Page)

FRANCHISEE'S ACCEPTANCE OF ORDINANCE NO. 3598. This Ordinance is hereby accepted by Qwest Corporation d/b/a CenturyLink QC, on this 27<sup>th</sup> day of February, 2024.

By: *Steven C. Gordon*  
(Signature)

Name: Steven C. Gordon  
(Printed) Senior Director

Title: \_\_\_\_\_

Date: 02/27/2024

State of COLORADO )

) ss.

County of BROOMFIELD )

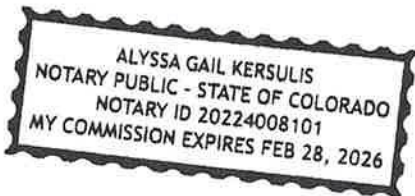
This acceptance was signed before me on 27<sup>th</sup> of FEBRUARY, 2024 by, STEVE ~~GIESLER~~ GORDON as SR.DIR. ROW/NIS/DF of QWEST CORPORATION dba CENTURYLINK QC.  
AGK

*Alyssa Gail Kersulis*

Notary Public for THE STATE OF COLORADO

Name: ALYSSA GAIL KERSULIS

My commission expires on: FEBRUARY 28 2026



Acceptance received by City Recorder on 2/29, 2024

*Patty Hitt*  
Patty Hitt, City Recorder