

ORDINANCE NO. _____

AN ORDINANCE GRANTING ALASKA NATIVE BROADBAND 1 LICENSE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A NON-EXCLUSIVE LICENSE TO INSTALL AND OPERATE A WIRELESS COMMUNICATIONS STATION AND RELATED EQUIPMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. GRANT OF LICENSE.

SECTION 1. RECITALS.

- (A) The City owns or otherwise controls a property with certain improvements (collectively, the "Property") dedicated to the use as a street median, known as 11609 ½ Metric Boulevard in Austin, Texas, as depicted on Exhibit A.
- (B) The City grants to Alaska Native Broadband 1 License, LLC, a Delaware limited liability company, ("Licensee") a non-exclusive License to install and operate a wireless communications station and related equipment and accessories on the Property.

SECTION 2. DEFINITIONS.

CITY REPRESENTATIVE means the Telecommunications & Regulatory Affairs Manager or designee charged with the administration of this Agreement.

DAYS means calendar days.

EMERGENCY means an unexpected or sudden occurrence warranting urgent and immediate action to protect lives or property, or to promptly restore communications or utility services.

LICENSED PREMISES means that real property within a street median near the 11600 block of Metric Boulevard known as 11609 ½ Metric Boulevard in Austin, Travis County, Texas, and depicted as the "licensed premises" in Exhibit A.

WIRELESS COMMUNICATIONS STATION ("Station") means electronic equipment, self-contained equipment cabinets, equipment buildings, wireless telephone equipment, cables, risers, and other appurtenant facilities necessary or incidental to the provision of wireless telephone service from the licensed premises.

1 **USAGE FEE** means the annual use and occupancy charge payable to the City for the use
2 of the licensed premises.

3 **SECTION 3. PURPOSE.**

- 4 (A) The City grants to Licensee a non-exclusive License to install and operate a wireless
5 communications station, on the licensed premises, to provide wireless
6 communication services to its customers in the Austin, Texas area.
- 7 (B) Licensee will install its station as described in Exhibit B principally by using the
8 ground space within and adjacent to the existing electricity transmission tower to
9 house related improvements and equipment. The Licensee is responsible for all costs
10 associated with the installation of Licensee's station.
- 11 (C) Licensee shall enclose the licensed area with fencing, and install all necessary
12 station facilities within this designated area. Station facilities include all
13 weatherproof cabinets and any and all other related devices.
- 14 (D) Licensee is granted the exclusive use of only that portion of the licensed premises
15 necessary to the installation and function of Licensee's station and related
16 equipment. This license does not grant Licensee use of or access to City buildings or
17 any other improvements located on the licensed premises without advance written
18 consent of the City. The City will not interfere with Licensee's operations except in
19 the event of an emergency. Non-emergency interference will result in a material
20 breach of this agreement by the interfering party. The breach may be cured only if
21 the responsible party immediately terminates the interference.
- 22 (E) The City retains priority over all uses of the licensed premises. If a City's use of the
23 licensed premises conflicts with an actual or proposed use by the Licensee, the
24 City's use maintains priority.
- 25 (F) The City retains ownership and control over the licensed premises. No payment
26 remitted by the Licensee creates any ownership right, title, or interest in the
27 premises.
- 28 (G) Nothing in this agreement limits the City's right to enter the licensed premises at
29 any time to maintain, repair, or replace City facilities, or to conduct any official City
30 business.
- 31 (H) Licensee is granted a non-exclusive license to use the licensed premises. Nothing in
32 this agreement limits the use of the licensed premises by another licensee, and does
33 not limit the City's right to grant additional licenses to the premises so long as
34 Licensee's rights and privileges are not adversely affected.

1 **SECTION 4. COMPLIANCE WITH LAWS.**

- 2
- 3 (A) The Licensee must conform its use of the licensed premises to all applicable
- 4 Federal, State, and local laws, rules, and regulations, including rules governing the
- 5 placement of wireless communications service equipment. Licensee must also
- 6 comply with all provisions of any other agreement it may have with the City for
- 7 infrastructure usage, including, but not limited to the Infrastructure Usage
- 8 Agreement between the City and Licensee dated February 14, 2006.
- 9
- 10 (B) Nothing in this license exempts the Licensee from obtaining licenses, permits or
- 11 other authorizations as required to provide service or to use, operate or maintain its
- 12 station. If Licensee is denied any required license, permit or authorization, Licensee
- 13 may terminate this license and any other permit predicated upon the grant of such
- 14 license, permit or authorization. However, the City will not refund any usage
- 15 charges paid in advance if Licensee terminates under this section.
- 16
- 17 (C) Licensee shall construct, install, use, operate and maintain its station in a manner
- 18 that does not interfere, either physically or electronically, with the use of the
- 19 licensed premises by the City or other Licensees. If interference does occur,
- 20 Licensee shall use its best efforts to promptly eliminate the interference, including
- 21 as necessary the replacement, relocation or modification of its station. If the
- 22 interference cannot be eliminated within a reasonable time, then either party may
- 23 terminate this agreement upon thirty days' written notice without incurring any
- 24 liability to the other party because of the termination. If the agreement is terminated
- 25 under this section, Licensee shall be entitled to a pro-rata refund of any pre-paid but
- 26 unearned usage fees. Use of the licensed premises by a subsequent licensee may not
- 27 interfere, either physically or electronically, with the use of the licensed premises by
- 28 Licensee.
- 29

30 **SECTION 5. ESTABLISHING USE.**

- 31 (A) The City expressly disclaims all express or implied warranties regarding the
- 32 licensed premises and its condition or fitness for any purpose, including the actual
- 33 or proposed use by the Licensee. The City makes no claim as to the propriety or
- 34 suitability of the licensed premises for the proposed use by the Licensee. Licensee
- 35 accepts the licensed premises **AS IS, WHERE IS, and WITH ALL FAULTS.**
- 36 Licensee represents that it has inspected the licensed premises, and finds it
- 37 acceptable for Licensee's stated purpose.
- 38 (B) The licensed premises may not be used for any purpose whatsoever other than the
- 39 purpose expressly set forth in this agreement. Any unauthorized use of the licensed

premises, or use of any additional City property or facilities other than that described in Exhibits A and B, is a material breach of this agreement.

- (C) Licensee shall perform the construction, installation, use, operation, relocation, and maintenance of Licensee's station at Licensee's sole expense. The Licensee shall pay for any preparation of the licensed premises necessary to facilitate installation of its station.
- (D) Licensee is solely responsible for the security of its station. The City assumes no responsibility for the security of Licensee's station, nor makes any representation concerning the adequacy of any security measures currently in place for the City's benefit.

SECTION 6. STATION CHANGES AFTER INITIAL INSTALLATION.

- (A) Except as provided in Subsection (B), Licensee shall not change the type, nature, or location of its station or alter its use of the licensed premises without prior written consent from the City. Licensee may not install or construct any other equipment or facility on the licensed premises unless authorized by this license or by prior written consent from the City. Equipment changed or added in violation of this section constitutes a material breach of the agreement. The City may require an additional fee before approving a change or addition to the station.
- (B) Licensee is not required to obtain prior consent from the City for:
 - (1) changes incident to routine maintenance and repair of its facilities;
 - (2) changes necessitated by an emergency;
 - (3) changes required by the City; or
 - (4) removal of its station from the licensed premises.
- (C) Licensee must provide the City written notice identifying all changes no later than the 10th day after initiating the change.
- (D) The Licensee shall remove, relocate, or alter its station and any other equipment on the licensed premises when the City determines that removal, relocation, or alteration is reasonably necessary to avoid interference (either physical or electronic) with City equipment, with other licensed uses in existence on the effective date of this license, to accommodate changes to the licensed premises, or to allow redevelopment of the licensed premises. The Licensee must remove, relocate, or alter its station or equipment no later than the 30th day after the City

1 sends written notice to the Licensee. However, in case of an emergency as determined by
2 the City and after verbal notice to the Licensee, the City may remove, relocate, or alter
3 Licensee's station or equipment without incurring liability. The Licensee shall pay all
4 removal or relocation expenses. If Licensee is required to relocate, remove, or alter its
5 station or equipment, Licensee may elect to terminate this agreement and receive a pro-
6 rata refund of all unapplied usage fees prepaid to the City.

7 (E) Licensee, at Licensee's expense and risk, shall relocate its station to allow for
8 redevelopment of the licensed premises if requested to do so in writing by the City.

9 (F) If the Licensee must relocate its station due to redevelopment of the licensed
10 premises, the City will use its best efforts to locate a substitute location suited to
11 the Licensee's intended use.

12 (G) If the Licensee does not remove, relocate or alter its station on or before the 30th
13 day after the City sends written notice, the City may remove, relocate, or alter the
14 Licensee's station or equipment at the Licensee's sole risk and expense. The
15 Licensee shall pay the City the full cost of performing such work, including
16 overhead, general, and administrative expenses.

17 (H) The Licensee shall remove, relocate, or alter its station if the City determines that
18 removal, relocation, or alteration is reasonably necessary to avoid interference
19 (either physical or electronic) with a use licensed after the execution of this license
20 if Licensee's use and operation of its station and equipment, and the quality of its
21 wireless service is not materially impaired. The licensed use that benefits from
22 such change shall pay the Licensee the full cost of performing such work, unless
23 otherwise negotiated by the parties.

24 (I) The City may use, change, operate and maintain the property in and around the
25 licensed premises as the City determines is necessary to its original intended use.
26 The City shall not be liable to the Licensee for any damage to or interference with
27 the use, maintenance, or operation of Licensee's station that result from the City's
28 use, maintenance or operation of the licensed premises. If Licensee fails or refuses
29 to change, alter, improve, or move its station on or before the 30th day after
30 receiving written notice from the City (or as otherwise provided in such notice),
31 the City shall have the right (but not the obligation) to perform such work at
32 Licensee's sole risk and expense. Licensee shall pay the City upon receipt of
33 invoice for the City's full cost for performing such work including overhead,
34 general, and administrative expenses.

35 (J) The Licensee has the right to terminate this license without penalty if the City's
36 use, maintenance or operation of the licensed premises has a materially adverse

1 effect on the operation or use of the Licensee's facilities and equipment. Licensee
2 may terminate the license and receive a refund of a pro-rata share of unearned
3 usage fees prepaid to the City only if the City received written notice of the
4 termination.

5 **SECTION 7. LICENSE OPERATIONS.**

- 6 (A) All work performed by or on behalf of Licensee on the licensed premises shall be
7 done in a good and thoroughly workmanlike manner, consistent with the best
8 industry practices and according to all applicable Federal, State and local laws,
9 rules and regulations. Licensee and its contractors shall employ only orderly and
10 competent workers for all work conducted in, on or over the licensed premises.
11 Licensee and its contractors shall comply with all City safety practices and
12 procedures. Workers may not possess any weapon, or use, possess or be under the
13 influence of any alcoholic or other intoxicating beverage, illegal drug or controlled
14 substance while on the licensed premises. Anyone performing service for the
15 Licensee who violates this provision shall be removed and may not return to the
16 licensed premises.
- 17 (B) Licensee has a right of access to the licensed premises throughout the term of this
18 agreement. The City may, in cooperation with the Licensee, designate an access
19 route that must be used when entering the licensed premises.
- 20 (C) Licensee shall pay all taxes and assessments levied on its station. No lien may be
21 filed against the licensed premises because of any claim or dispute against the
22 Licensee. If a lien is filed against the licensed premises, Licensee agrees to
23 promptly pay or bond whatever amount is necessary to discharge the lien and pay
24 all fees and other expenses associated with the claim.
- 25 (D) The City shall provide access to electrical service on the licensed premises.
26 Licensee shall be solely responsible for the costs of establishing, maintaining, and
27 receiving electrical and any other utility service directly attributable to operation of
28 Licensee's station.
- 29 (E) Licensee must remove daily all construction debris and trash remaining after work
30 is completed, leaving the licensed premises in the same clean condition as it
31 appeared prior to performing the work. If Licensee fails to leave the licensed
32 premises in a condition satisfactory to the City, the City may perform the clean up
33 and removal work. The Licensee shall reimburse the City for the full cost of
34 performing such activity immediately upon receipt of an invoice.

1 **SECTION 8. INDEMNITY REQUIREMENTS.**

2 Licensee shall indemnify, defend, and save harmless the City, its agents, officers and
3 employees, against and from any and all claims by or on behalf of any person, firm,
4 corporation, or other entity, arising from Licensee's construction, operation or
5 management of its Wireless Communications Station, or arising from any act of
6 negligence of Licensee, or any of its agents, contractors, servants, employees, or
7 licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in
8 or about any such claim or proceeding brought thereon; except that the indemnity
9 provided for in this paragraph shall not apply to any liability resulting from the
10 negligence or intentional acts or omissions of the City, its officers and employees. In the
11 event a claim allegedly arises from the concurrent fault of both the City and Licensee,
12 Licensee must indemnify the City to the full proportionate extent to which Licensee is
13 found to be responsible. The City shall promptly notify Licensee of any claim or cause
14 of action which may be asserted against the City relating to or covering any matter
15 against which Licensee has agreed, as set forth above, to indemnify, defend and save
16 harmless the City. Licensee reserves the right, but not the obligation, to employ such
17 attorneys, expert witnesses and consultants as it deems necessary to defend against the
18 claim or cause of action. Licensee shall have the right to investigate, defend and
19 compromise all claims referred to herein after conferring with the City's Law
20 Department. It is understood that it is not the intention of either the City or Licensee to
21 create any liability, right or claim for the benefit of third parties and this license
22 agreement is intended and shall be construed for the sole benefit of the City and Licensee.

23 **SECTION 9. INSURANCE REQUIREMENTS.**

- 24
- 25 (A) Licensee shall at all times during the term of this agreement carry insurance to
26 protect Licensee and the City against any and all claims, demands, actions,
27 judgments, costs, expenses, or liabilities of every kind which may arise, directly or
28 indirectly, from or by reason of losses, injuries, or damages described in this
29 agreement. Companies duly licensed by the State of Texas, with an AM Best
30 rating of A or higher, must provide insurance.
- 31
- 32 (B) At a minimum, Licensee shall carry and maintain, at a minimum, the following
33 coverage:
- 34
- 35 (1) Commercial General Liability coverage in the minimum amount of
36 \$1,000,000 per occurrence;
- 37
- 38 (2) Worker's Compensation coverage with statutory benefits as set forth in the
39 Texas Worker's Compensation Act and Employer's Liability coverage of not

less than \$250,000 bodily injury per accident, \$500,000 bodily injury per disease and \$250,000 per disease per employee; and

(3) Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000.

(C) The Commercial General Liability and Business Liability Policies shall name the City of Austin as an additional named insured. Licensee shall furnish certificates of insurance showing that the City is a named insured on each policy to the City's Risk Manager and the manager of the City's Office of Telecommunications & Regulatory Affairs. Each policy shall contain an endorsement obligating the insurer to notify the City's Risk Manager and manager of the City's Office of Telecommunications & Regulatory Affairs not less than the 30th day prior to any non-renewal, cancellation or material change in coverage. The "other insurance" clause shall not apply to the City. Each policy covering the Licensee shall be considered primary coverage for the City. Except as required by law, each policy shall contain a waiver of all rights of recovery or subrogation against the City, its officers, agents, employees, and elected officials.

(D) Any contractor performing work or service for the Licensee on the licensed premises shall carry insurance to the same extent as provided above as a condition of gaining access to the licensed premises.

SECTION 10. USAGE CHARGES AND PAYMENTS.

(A) Licensee shall pay to the City the following usage charge for the first year:

For Licensed Premises	<u>\$5,700.00</u> for first year
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The usage charge shall be paid upon the execution of this license agreement for the upcoming twelve month period and then again on each anniversary date thereafter throughout the term of the license.

(B) The usage charge paid by the Licensee shall increase by four percent per annum, beginning on the first anniversary of the execution date of this license agreement for the following twelve month period and each subsequent anniversary date thereafter throughout the term of the license agreement.

(C) All monetary payments under this agreement shall be due and payable within 30 days after the anniversary date of this license agreement. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum

lawful rate or one percent per month, from the due date until paid. Failure to pay any monetary obligation in full when due shall constitute a material default of this agreement.

SECTION 11. TERM.

- (A) The initial term of this agreement is five years unless terminated sooner under Section 12.
- (B) The Licensee has the right to renew the agreement for four additional terms of five years each if not in default at the end of each five year term. Renewal is automatic on the anniversary of the effective date under the same terms and conditions, except for an increase in the usage charge as provided above.
- (C) The Licensee shall provide notice to the City at least 90 days prior to exercising its right to renew for an additional term.

SECTION 12. MUTUAL TERMINATION, SUSPENSION, TERMINATION BY DEFAULT.

- (A) Mutual Termination. Either party may terminate this agreement at any time during the term, but only if written notice of termination is delivered to the non-terminating party at least one year prior to the termination date. No liability shall result for either party if the agreement is terminated under this section. If the termination is initiated by the City, the Licensee is entitled to a pro-rata refund any unearned usage charges prepaid to the City. No refund is due if the termination under this section is initiated by the Licensee.
- (B) Suspension. The Licensee may have all rights under this License suspended if the Licensee does not remit a required payment by the 10th working day after the due date, or does not timely perform a material obligation under this License. The City must send the Licensee a written notice of suspension, listing any action the Licensee must take to have the suspension lifted. During the suspension, the Licensee may operate and maintain its station, but may not (1) add to, modify, remove, or alter any of its existing facilities; or (2) install or construct new facilities. The City shall also suspend the review or approval of any pending permit applications.
- (C) Termination by Default.
 - (1) A default occurs when:

- 1
2 (a) either party commits a material breach of this agreement;
3
4 (b) either party fails to make a required payment when due, and no payment
5 has been received by the 30th day after written notice of non-payment was
6 issued;
7 (c) either party fails to substantially perform a material obligation under this
8 agreement, and no performance has taken place by the 30th day after
9 written notice of the failure was issued;
10
11 (d) the Licensees' license from the Federal Communications Commission
12 has expired, been revoked or has terminated, and the license has not been
13 restored or renewed by the 60th day after notice was sent by the City; or
14
15 (e) the Licensee makes an assignment for the benefit of creditors, appoints a
16 receiver over its assets, files a petition for relief under the United States
17 bankruptcy laws, or is the subject of an involuntary bankruptcy petition
18 that is not dismissed by the 30th day after the filing date.
19
20 (2) If an event of default occurs, the party not in default may immediately
21 terminate this agreement upon serving written notice to the defaulting party.
22
23 (D) If the licensed premises or any improvements contained therein are substantially
24 destroyed by fire, storm, or other catastrophe, the City shall be under no obligation
25 to rebuild or replace the facility. The City may instead elect to terminate this
26 agreement by written notice to the Licensee without further obligation or liability
27 to the Licensee. The Licensee may elect to terminate this agreement with no
28 further liability to the City if, by the 90th day after the event, the City has not
29 repaired the licensed premises. If the City terminates under this Section, the
30 Licensee is entitled to a pro rata refund any unearned usage charges prepaid to the
31 City. No refund shall be due if the Licensee terminates this agreement under this
32 section.
33
34 (E) Licensee shall abide by these terms until its station is removed from the licensed
35 premises, and includes the payment of usage charges for its station. If the Licensee
36 has not removed the station from the licensed premises by the removal date, the
37 Licensee shall pay the City liquidated damages in the amount of one and one-half
38 times the annual usage fee for each month that the station occupies the licensed
39 premises after the removal date. Neither payment of the fee by the Licensee, nor
40 the acceptance of the fee by the City, shall serve to cure the default that triggered
41 the termination, or restore the Licensee's rights to use the licensed premises.

1
2 **SECTION 13. ASSIGNMENTS.**
3

- 4 (A) Licensee may not assign or otherwise transfer this agreement, in whole or in part,
5 without the prior written consent of the City. However, Licensee may mortgage
6 any or all of its property, rights, privileges and franchises, or enter and/or assign to
7 any parent or affiliate as a result of any merger, consolidation, or sale of its assets
8 without obtaining such consent. In case of the foreclosure of such mortgage, or in
9 case of such merger, consolidation, or sale of Austin area assets, Licensee's rights
10 and obligations under this agreement pass to successors only if the City receives
11 written notice of the foreclosure, merger, consolidation or sale, together with
12 certified copies of the documents evidencing the succession.
- 13 (B) A purported assignment or transfer made in violation of the provisions of this
14 section shall not be binding upon the City, but is instead a material default of this
15 agreement by Licensee.
- 16 (C) The City may assign this agreement in whole or in part without the consent of
17 Licensee to a successor entity acquiring the licensed premises occupied by
18 Licensee's station. The City shall give Licensee written notice of the transaction
19 not later than ten days after the closing.
- 20 (D) Licensee's station or that of any Third Party User shall at all times be and remain
21 its or their respective property, with the full right of removal, and shall not become
22 subject to any liens against any other party.

23 **SECTION 14. NOTICES.**

24 Any notice required by this agreement must be given by one party to the other in writing
25 and mailed or delivered to such party at the following address or to such other address as
26 either party may from time to time designate in writing for that purpose. All notices shall
27 be effective upon receipt. Routine communications may be sent by first class mail,
28 telefax, or other commercially acceptable means.

1 CITY OF AUSTIN

2 Financial and Administrative Services Department
3 Office of Telecommunications & Regulatory Affairs
4 P. O. Box 1088
5 Austin, Texas 78767
6 Attn: TARA Manager
7 Phone: (512) 974-2999
8 Fax: (512) 974-2416
9

10 LICENSEE

11 Alaska Native Broadband 1 License, LLC
12 c/o Cricket Communications, Inc.
13 10307 Pacific Center Court
14 San Diego, CA 92121
15 Attn: Stefan Karnavas
16

17 With copy to:

18 Alaska Native Broadband 1 License, LLC
19 c/o Cricket Communications, Inc.
20 10307 Pacific Center Court
21 San Diego, CA 92121
22 Attn: Legal Department – Real Estate
23

24 **SECTION 15. MISCELLANEOUS PROVISIONS.**

- 25 (A) Integration. This agreement constitutes the entire understanding of the parties
26 relating to the use of the licensed premises no modification or waiver shall occur
27 unless in writing, signed by both parties
- 28 (B) No Waiver. The failure of either party to enforce or insist upon compliance with
29 any of the terms or conditions of this agreement shall not constitute a general
30 waiver or relinquishment of any such terms or conditions, and shall remain at all
31 times in duly force and effect.
- 32 (C) Headings. The descriptive headings of the provisions of this agreement are
33 intended to be used only for the convenience of the parties, and do not affect the
34 meaning or construction of any provision.
- 35 (D) No Third Party Beneficiary. There is no third party beneficiary to this agreement,
36 and the provisions of this agreement shall not impart any rights enforceable by any
37 person not a party, successor, or assign to this agreement.

- 1 (E) Applicable Law. The parties to this agreement intend that the laws of the State of
2 Texas shall govern all disputes that may arise from, out of, under or respecting
3 these terms and conditions, concerning the rights or obligations of the parties, or
4 respecting any performance or failure of performance by either party. The parties
5 further agree that venue shall lie exclusively in Travis County, Texas.
- 6 (F) Future Amendment. Either party may propose amendments intended to address
7 any substantially changed or unforeseen circumstances relevant to the performance
8 of the agreement or the use, maintenance or operation of the station. Such
9 changes, on the agreement of both Parties, may be approved administratively by
10 the Telecommunications and Regulatory Affairs Division of the City's Financial
11 and Administrative Services Department. Neither party, however, shall ever be
12 obligated to propose, consider or accept any amendment.
- 13 (G) Redevelopment. If the City contemplates redeveloping the licensed premises in a
14 manner that requires the removal of Licensee's station, the City will give Licensee
15 at least six months in advance written notice of such required relocation and will
16 use its best efforts to relocate the station on or within the existing or proposed
17 improvements situated at the Property. If the City and Licensee cannot agree on a
18 location at the Property to relocate the station, the City will use its best efforts to
19 relocate the station on other City owned property located near the Property. The
20 Licensee is responsible for all costs associated with relocating the station whether
21 on the property or elsewhere. In the event that the station is relocated to other
22 property owned by the City, the City and Licensee agree to either amend this
23 agreement or enter into another agreement on the same terms and conditions for
24 the new location. In the event that the City designates a relocation site
25 unacceptable to Licensee, Licensee may terminate this agreement effective on or
26 before the date of such required relocation and remove the station. Licensee will
27 receive a pro-rata refund of all unapplied usage fees prepaid to the City, and all
28 rights and responsibilities under the agreement are terminated. If the City and
29 Licensee agree on an alternative location that Licensee later determines is
30 unacceptable for technical considerations, Licensee may terminate this agreement
31 no sooner than 60 days after written notice is sent to the City. Licensee shall, after
32 removing its station, receive a pro rata refund of all unapplied usage fees prepaid to
33 the City. All other rights and responsibilities under the agreement are terminated.

34 **PART 2. ACCEPTANCE OF LICENSE.**

35 Licensee shall file with the City Clerk a statement accepting the terms of this license
36 before the effective date of this ordinance. Licensee is ineligible to receive a permit of
37 any kind from the City until and unless the City Clerk receives the properly executed
38 acceptance.

1 **PART 3.** For the purposes of this License, the City waives Chapter 14-11, Division 3
2 (*License for Private Use of Public Property*) of the City Code.

3
4 **PART 4.** This ordinance takes effect on _____, 2007.

5 **PASSED AND APPROVED**

6
7 §
8 §
9 _____, 2007 § _____

10 Will Wynn
11 Mayor

12
13
14 **APPROVED:** _____
15 David Allan Smith
16 City Attorney

17
ATTEST: _____
Shirley A. Gentry
City Clerk