

Tim Young <tyoung@cityoftuttle.com>

Tuttle Request for Information

Tim Young <tyoung@cityoftuttle.com>
To: Sam Curtis <sam@atlink.net>

Wed, May 17, 2017 at 9:56 PM

Hi Sam,

It is amazing how complicated these franchise issues can become. Unfortunately, we have hit a road block regarding proceeding forward with the agreement. Our communications attorney has concluded, and the City Attorney concurs based on her findings, that it is not legally possible for the City of Tuttle to grant a franchise to broadband-only service providers. Article XVIII, Section 5(a) of the Oklahoma Constitution requires all franchises to be approved by the voters of a community. There is no provision in federal law regarding broadband-only service providers that would supersede the Oklahoma Constitution. Unless you are able to provide legal documentation able to demonstrate how we can proceed without the additional constitutional hurdle, Atlink will need to submit a new draft agreement that can be submitted to the Tuttle voters, along with the appropriate legal documents the City Council will need to approve in order to call the election. The City Attorney will be more than happy to provide additional information regarding the calling of the election.

Please note that OG&E, PSO, ONG, and others are also required to submit their agreements to a vote of the people in Oklahoma per this same section in the Oklahoma Constitution. Our next franchise election for PSO will be in 2023.

For your information, this was not a necessary step for the agreement we approved back in March. What was approved is not a traditional franchise as what is now proposed. The March agreement, similar to our agreements for oil & gas pipelines, does not grant blanket authority to operate in our rights-of-ways and it does not permit you to provide a general service to the public using our rights-of-ways.

I have advised the City Council of these findings. If you are able to find legal precedent to allow a broadband-only franchise agreement as proposed, please forward it to us and we will take a look. I regret we did not realize this hurdle existed earlier, but thankfully the legal messes the proposed franchise agreement would have created for the both of us can now be avoided.

Thanks,

Tim

[Quoted text hidden]