



**ORDINANCE NO. 367**

**AN ORDINANCE GRANTING TO ARVEL O. BROWN OF REXBURG, MADISON COUNTY, IDAHO, A FRANCHISE TO USE THE PARKING METERPOLE, PIPE OR STANDARD OR ANY PART THEREOF ON EACH AND EVERY PARKING METER WITHIN THE CITY LIMITS OF THE CITY OF REXBURG, IDAHO, FOR THE PURPOSE OF ATTACHING THERETO A SIGN OR SIGNS, AND RESERVING THE RIGHT TO AMEND OR REPEAL THIS ORDINANCE, FRANCHISE AND CONTRACT AT ANY TIME WITHOUT NOTICE TO THE GRANTEE.**

Be it ordained by the Mayor and City Council of the City of Rexburg as follows:

**SECTION I:** Arvel O. Brown of Rexburg, Madison County, Idaho, his heirs, successors or assigns, is hereby granted the sole right and franchise to use, occupy and attach to the parking meter pole, pipe or standard thereof on each and every parking meter installed within the city limits of the City of Rexburg, Madison County, Idaho, a sign or signs for the period of four years from the date of this ordinance, and an option for an additional two years extension as hereinafter provided under the following terms and on the following conditions.

**SECTION II:** During the existence of the herein granted right and franchise the grantee herein, his successors, or assigns, shall pay to the City of Rexburg annually fifteen (15%) percent of the gross receipts collected from the sale of advertisement space, payment to be made to the City of Rexburg on the 15th day of each calendar month immediately following the receipt of such payment, which amount shall, together with the sum of Ten Dollars (\$10.00) paid upon the acceptance hereof by the grantee herein, be declared and deemed "adequate compensation for this franchise.

**SECTION III:** Grantee herein covenants and agrees that he will attach and maintain sign spaces which will be neat, attractive, and uniform in size, not exceeding three 6 x 8 inch signs per pole, and made of durable material and shall not contain matter, wording, or pictures which would be morally offensive. Grantee further covenants and agrees to procure and pay for public liability insurance to protect the city and property owners from any liability for injury caused by such signs. Grantee herein covenants and agrees that he will not damage the parking meter or its supporting pole in any manner and if such damage occurs then grantee at his own cost and expenses shall repair any such injured or damaged fixture resulting from sign installation.

**SECTION IV:** Grantee shall maintain a proper set of books correctly reflecting the current status of accounts which shall be open for inspection to and by the officials of the City of Rexburg, or its designated agents or employees. Grantee herein shall furnish a sworn statement of accounts showing the status of the business under the right and franchise herein granted, such statement to be furnished annually on or before the 30th day of January of each year, or at such other time as such statement may be demanded by the proper officials of the City of Rexburg.

**SECTION V:** Grantee herein is hereby granted the sole right and franchise to extend the original primary term of four years for an additional two years and at the expiration of such first option period Grantee shall have the sole right and privilege to again extend this right and franchise for an additional two years if the City of Rexburg grants such right and franchise to any person. The Grantee shall exercise the above option by mailing to the City Council of the City of Rexburg his intention to so extend said right and franchise by letter not less than thirty (30) days before the expiration of such four year period, or before the end of such first two (2) year extension.

**SECTION VI:** The City of Rexburg reserves the right to amend or repeal this ordinance, franchise and contract at any time without notice to the grantee.

